

Request for Proposal (RFP)
For
Selection of Vendor for Supply, Installation &
Maintenance of 550 Barcode Based Self Service
Passbook Printing Kiosk



UCO BANK
Head Office-2
Department of Information Technology
7th Floor, 3 & 4 DD Block, Sector -1
Salt Lake, Kolkata-700 064

यूको बैंक  **UCO BANK**

RFP REF NO: DIT/BPR & BTD/OA/3459/2020-21 Date: 01.03.2021

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever.

This document is prepared by UCO Bank for Selection of Vendor for Supply, Installation and Maintenance of 550 Barcode Based Self Service Passbook Printing Kiosk. It should not be reused or copied or used either partially or fully in any form.

Disclaimer

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by UCO Bank or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by UCO Bank, but an invitation for Bidders' responses. No contractual obligation on behalf of UCO Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of UCO Bank and the Bidder.



CONTENTS

CONTROL SHEET TABLE.....	9
1. INTRODUCTION	10
2. OVERVIEW OR OBJECTIVE	10
3. ELIGIBILITY CRITERIA.....	10
PART – II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS	13
1. INVITATION FOR BIDS.....	13
2. DUE DILIGENCE	13
3. TENDER DOCUMENT AND FEE	13
4. BID SECURITY DECLARATION	14
5. REJECTION OF THE BID	14
6. PRE-BID MEETING	15
7. MODIFICATION AND WITHDRAWAL OF BIDS	15
8. INFORMATION PROVIDED	15
9. CLARIFICATION OF OFFER	16
10. LATE BIDS	16
11. ISSUE OF CORRIGENDUM	16
12. FOR RESPONDENT ONLY	16
13. DISCLAIMER.....	16
14. MSME BIDDER	17
15. COSTS BORNE BY RESPONDENTS.....	17
16. NO LEGAL RELATIONSHIP	17
17. CANCELLATION OF TENDER PROCESS	18

18.	<u>CORRUPT AND FRAUDULENT PRACTICES.....</u>	<u>18</u>
19.	<u>NON-TRANSFERRABLE OFFER.....</u>	<u>18</u>
20.	<u>PERIOD OF BID VALIDITY</u>	<u>19</u>
21.	<u>NO COMMITMENT TO ACCEPT LOWEST OR ANY BID</u>	<u>19</u>
22.	<u>ERRORS AND OMISSIONS</u>	<u>19</u>
23.	<u>ACCEPTANCE OF TERMS.....</u>	<u>19</u>
24.	<u>RFP RESPONSE</u>	<u>19</u>
25.	<u>NOTIFICATION.....</u>	<u>20</u>
26.	<u>ERASURES OR ALTERATIONS.....</u>	<u>20</u>
27.	<u>CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT</u>	<u>20</u>
28.	<u>LANGUAGE OF BIDS</u>	<u>20</u>
29.	<u>AUTHORIZED SIGNATORY</u>	<u>20</u>
30.	<u>SUBMISSION OF OFFER – THREE BID SYSTEM</u>	<u>21</u>
31.	<u>OTHER TERMS AND CONDITIONS</u>	<u>23</u>
32.	<u>ADOPTION OF INTEGRITY PACT.....</u>	<u>24</u>
33.	<u>PREFERENCE TO MAKE IN INDIA:.....</u>	<u>26</u>
34.	<u>RESTRICTION ON PROCUREMENT DUE TO NATIONAL SECURITY</u>	<u>28</u>
	<u>PART – III</u>	<u>30</u>
1.	<u>STAGES OF EVALUATION</u>	<u>30</u>
2.	<u>EVALUATION METHODOLOGY</u>	<u>30</u>
	<u>PART –IV.....</u>	<u>33</u>
4.1	<u>SCOPE OF THE WORK.....</u>	<u>33</u>
	<u>PART-V.....</u>	<u>39</u>

<u>1.</u>	<u>ORDER DETAILS.....</u>	<u>39</u>
<u>2.</u>	<u>CONTRACT PERIOD</u>	<u>39</u>
<u>3.</u>	<u>DELIVERY AND INSTALLATION</u>	<u>39</u>
<u>4.</u>	<u>PAYMENT TERMS.....</u>	<u>40</u>
<u>5.</u>	<u>PAYING AUTHORITY</u>	<u>41</u>
<u>6.</u>	<u>WARRANTY & AMC</u>	<u>41</u>
<u>7.</u>	<u>UPTIME</u>	<u>43</u>
<u>8.</u>	<u>PENALTY.....</u>	<u>44</u>
<u>9.</u>	<u>LIQUIDATED DAMAGE.....</u>	<u>45</u>
<u>10.</u>	<u>PAYING AUTHORITY</u>	<u>46</u>
<u>11.</u>	<u>PERFORMANCE BANK GUARANTEE.....</u>	<u>46</u>
<u>12.</u>	<u>RIGHT TO ALTER QUANTITIES</u>	<u>46</u>
<u>13.</u>	<u>PRICE VALIDITY.....</u>	<u>47</u>
<u>14.</u>	<u>SINGLE POINT OF CONTACT.....</u>	<u>47</u>
<u>15.</u>	<u>PRELIMINARY SCRUTINY.....</u>	<u>47</u>
<u>16.</u>	<u>AWARD OF CONTRACT.....</u>	<u>47</u>
<u>17.</u>	<u>TAXES.....</u>	<u>48</u>
<u>18.</u>	<u>CONFIDENTIALITY AND SECRECY.....</u>	<u>48</u>
<u>19.</u>	<u>COMPLIANCE WITH LAWS</u>	<u>50</u>
<u>20.</u>	<u>BLACKLISTING</u>	<u>51</u>
<u>21.</u>	<u>FORCE MAJEURE</u>	<u>53</u>
<u>22.</u>	<u>COMPLETENESS OF THE PROJECT</u>	<u>54</u>
<u>23.</u>	<u>ACCEPTANCE TESTING</u>	<u>54</u>

24.	<u>ORDER CANCELLATION</u>	<u>54</u>
25.	<u>INDEMNITY.....</u>	<u>56</u>
26.	<u>PUBLICITY.....</u>	<u>58</u>
27.	<u>PRIVACY AND SECURITY SAFEGUARDS.....</u>	<u>58</u>
28.	<u>TECHNOLOGICAL ADVANCEMENTS</u>	<u>58</u>
29.	<u>GUARANTEES.....</u>	<u>59</u>
30.	<u>EXIT OPTION AND CONTRACT RE-NEGOTIATION</u>	<u>59</u>
31.	<u>TERMINATION</u>	<u>60</u>
32.	<u>TERMINATION FOR INSOLVENCY.....</u>	<u>61</u>
33.	<u>TERMINATION FOR DEFAULT</u>	<u>61</u>
34.	<u>TERMINATION FOR CONVENIENCE</u>	<u>62</u>
35.	<u>CONSEQUENCES OF TERMINATION</u>	<u>62</u>
36.	<u>SIGNING OF CONTRACT.....</u>	<u>63</u>
37.	<u>TECHNICAL INSPECTION AND PERFORMANCE EVALUATION</u>	<u>63</u>
38.	<u>VERIFICATION</u>	<u>63</u>
39.	<u>COMPLIANCE WITH APPLICABLE LAWS OF INDIA</u>	<u>63</u>
40.	<u>DISPUTE RESOLUTION MECHANISM</u>	<u>64</u>
41.	<u>ARBITRATION</u>	<u>65</u>
42.	<u>APPLICABLE LAW AND JURISDICTION OF COURT.....</u>	<u>66</u>
43.	<u>LIMITATION OF LIABILITY</u>	<u>66</u>
44.	<u>AMENDMENT(S) IN THE CONTRACT / SERVICE LEVEL AGREEMENT .</u>	<u>67</u>
45.	<u>SEVERABILITY</u>	<u>67</u>
	<u>ANNEXURE – I.....</u>	<u>68</u>

ANNEXURE-II	70
ANNEXURE –III	71
ANNEXURE-IV	72
ANNEXURE –V.....	74
ANNEXURE –VI.....	77
ANNEXURE-VII.....	78
ANNEXURE-VIII.....	80
ANNEXURE –IX.....	81
ANNEXURE – X.....	82
ANNEXURE –XI.....	83
ANNEXURE – XII.....	84
ANNEXURE – XIV	85
ANNEXURE – XV	86
ANNEXURE – XVI	87
ANNEXURE – XVII	93
ANNEXURE – XVIII	99
ANNEXURE – XIX	103
ANNEXURE-XX	104
ANNEXURE-XXI.....	106
ANNEXURE – XXII	107
ANNEXURE – XXIII	110
ANNEXURE – XXIV	115
ANNEXURE – XV	117

<u>ANNEXURE – XXVI.....</u>	<u>118</u>
<u>ANNEXURE-XXVII.....</u>	<u>119</u>
<u>ANNEXURE –XXVIII.....</u>	<u>120</u>



CONTROL SHEET TABLE

Tender Reference	DIT/BPR & BTB/OA/3459/2020-21 Dated-01.03.2021
Cost of Tender Documents	Rs.10,000/- (Rupees Ten Thousand Only)
Date of issue of RFP	01.03.2021
Date of Commencement of Sale of Tender Document	01.03.2021
Pre Bid queries to be received only online at	On or before 09.03.2021 up to 04:00 PM
Pre bid Meeting and Venue	10.03.2021 at 12.30 PM at below mentioned address: UCO BANK, Head Office-2 Department of Information Technology, 5th Floor, "Conference Room", 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064
Last Date and Time for receipts of tender bids	30.03.2021 at 04.00 PM
Opening of Technical Bids	30.03.2021 at 04.30 PM
Opening of Commercial Bid	Will be informed subsequently to eligible & technically qualified bidders.
Address of Communication	Chief Manager Head Office-2 Department of Information Technology 7th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064
Email address	hodit.proc@ucobank.co.in
Contact Telephone	Tel : 033-44559770/9433
Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2 Department of Information Technology 5th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064

Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 4:30 p.m. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid. The bidder appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project. Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work. Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFP document shall be the governing document for arrangement between the Bank and the selected bidder in terms of this RFP document.

PART-I

1. Introduction

UCO BANK, a body Corporate, established under The Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata- 700001, India, and its Department of Information Technology at 3 & 4, DD Block, Sector – 1, Salt Lake, Kolkata – 700064, hereinafter called “The Bank”, is one of the leading public sector Banks in India having 3000+ Domestic branches, two overseas branches and 2200+ATM (including Biometric enabled ATM) spread all over the country. All the branches of the Bank are CBS enabled through Finacle as a Core Banking Solution.

2. Overview or Objective

Bank has installed some self-service kiosks for cash deposit and passbook printing. Currently Bank need to install Barcode Based Self Service Passbook Printing on pan India Basis.

Against the above backdrop UCO BANK invites Request for Proposal (RFP) for Selection of Vendor for Supply, Installation and Maintenance of 550 Barcode Based Self Service Passbook Printing Kiosk.

3. Eligibility Criteria

Only those Bidders who fulfil the following criteria are eligible to respond to the RFP. Offers received from the bidders who do not fulfil all or any of the following eligibility criteria are liable to be rejected.

Sl. No	Criteria	(Proof of Documents required/must be submitted)
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date. Companies registered as MSME	1. Certificate of Incorporation issued by Registrar of Companies 2. Copies of Memorandum of Association 3. Copies of Articles of Association 4. Shareholding pattern 5. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid. Registration from DIC, KVIB, NSIC, KVIC,

	Entrepreneur & still categorized as MSME as on bid submission date. Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India.	DIHH, UAA or any other body specified by Ministry of MSME. An Undertaking to be submitted in this regard.
2	The bidder should be an OEM / OSD or their authorized representative in India. In case OEM / OSD participates in the tender process directly, authorized representative will not be permitted to participate in the same tender process.	In case bidder is an OEM/OSD: Undertaking from the OEM / OSD mentioning a clause that OEM / OSD will provide support services during warranty period if the bidder authorized by them fails to perform. In case of an authorized representative: A letter of authorization (MAF) / OSD Authorization Form from original manufacturer / solution developer must be furnished in original duly signed & stamped (As per Annexure – III).
3	The bidder submitting the offer should have minimum turnover of Rupees 20 Crores for the last three financial years i.e. 2017-18, 2018-19, 2019-20. This must be the individual company turnover and not of any group of companies.	Copy of the audited balance sheet and certificate from the Chartered Accountant of the company showing profit, net worth and turnover of the company for the consecutive last three financial years i.e. 2017-18, 2018-19 & 2019-20 should be submitted.
4	The bidder submitting the offer should have net profit in each of the last three Financial years i.e., 2017-18, 2018-19 & 2019-20.	
5	Bidder should have executed the total order for at least 400 Barcode Based Self Service Passbook Printing Kiosks in each of the two Scheduled commercial Banks in India during the last three years collectively from the date of publication of this RFP. The order may be multiple but of a single Scheduled commercial Bank.	Copy of purchase order and reference letter/Certificates mentioning number of kiosks installed under the referred PO issued by organization evidencing the experience in Supply, Installation and Maintenance of at least 400 Barcode Based Self Service Passbook Printing Kiosk and services are satisfactory. Such documents should be in the name of the Bidder only.
6	At least 200 kiosks of same make & model should be running in at least	Copy of purchase order and reference letter/Certificates mentioning make,

	one Scheduled Commercial Bank in India in last two years. The order may be multiple but of a single Scheduled commercial Bank.	model & number of kiosks installed under the referred PO issued by organization evidencing the experience in Supply, Installation and Maintenance of at least 200 Barcode Based Self Service Passbook Printing Kiosk and services are satisfactory.
7	The bidder should have its presence across the country (at Bank's Zonal Office locations as per Annexure - XXIV) either its own office or it should have tie-up arrangement with other agencies for support.	The detailed list of the office addresses (at our 42 Zonal Office locations) along with Name & contact details to be submitted on company letter head. In case of tie-up arrangement name of the partner should be mentioned.
8	Bidder should not have been black-listed by any bank / institution in India. An undertaking to this effect must be submitted in their letter head.	Undertaking is to be Submitted as per Annexure-VII.
9	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Undertaking is to be Submitted as per Annexure-VII.

Note: In this tender process authorized representative / distributor / dealer in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.

The service provider must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the service provider.

PART – II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

1. Invitation for Bids

This Request for Proposal (RFP) is to invite proposals from eligible bidders desirous for Supply, Installation & Maintenance of 550 Barcode Based Self Service Passbook Printing Kiosk. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

2. Due Diligence

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which UCO Bank shall not be held responsible.



3. Tender document and Fee

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs.10,000/- (Rupees Ten Thousand Only)** in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata.

The tender document may also be downloaded from the bank's official website www.ucobank.com. The bidder downloading the tender document from the website is required to submit a non-refundable fee of **Rs.10,000/- (Rupees Ten Thousand Only)** in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata, or NEFT at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

In case of bidders being an MSME under registration of any scheme of Ministry of MSME, they are exempted from the submission of the Tender Cost / Fee. A valid certificate in this regard issued by the Ministry of MSME has to be submitted.

The Bank details are as below:

Bank details for Tender Fee	Address for Obtaining printed copy of RFP
Account Number-18700210000755 Account Name- M/s H O DIT Branch- DD Block, Salt Lake branch IFSC- UCBA0001870 MICR-700028138	UCO Bank Head office, Department of Information Technology 7 th floor , 3&4 DD Block, Salt lake City, Sector-1, Kolkata – 700064 Ph. No.- 033- 4455 9433/9770

4. Bid Security Declaration

A Bidder is required to submit along with its Bid a Bid Securing Declaration. The Bidder has to sign a Bid Securing Declaration accepting that the Bidder will be suspended for a period of 2 years participation in the tendering process of the Bank in future, If

- a) the Bidder withdraws its Bid during the period of validity i.e. 180 days from the Bid due date; or
- b) the Bidder is awarded the Contract and fails to sign the Contract; or
- c) the Bidder fails to submit an unconditional and irrevocable performance security before the deadline defined in the request for bid documents; or
- d) the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or
- e) the Bidder fails to submit the requisite documents as per the tender specification; or
- f) the Bidder violates any of the provisions of the terms and conditions of this tender specification.

The Bid Securing Declaration shall be submitted as per the format at **Annexure-IV**.

5. Rejection of the Bid

The Bid is liable to be rejected if:

- i. The document doesn't bear signature of authorized person on each page signed and duly stamp.
- ii. It is received through E-mail.

- iii. It is received after expiry of the due date and time stipulated for bid submission.
- iv. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- v. Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
- vi. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- vii. The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP).
- viii. Non-submission of Pre Contract Integrity Pact as per format given in Annexure – XVI.

6. Pre-Bid Meeting

The queries for the Pre-bid Meeting should reach us in writing or by email on or before the date mentioned in the Bid Control Sheet by e-mail to hodit.proc@ucobank.co.in. It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard.

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting. Pre-Bid meeting shall be conducted through VC. Pre-Bid queries raised by the bidder(s) are to be submitted in the format given in Annexure-XV.

7. Modification and Withdrawal of Bids

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the bidder will be suspended for a period of 2 years for participation in the tendering process of the Bank in future.

8. Information provided

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or

arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

9. Clarification of offer

To assist in the scrutiny, evaluation and comparison of offers/bids, UCO Bank may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of UCO Bank in this regard shall be final, conclusive and binding on the bidder.

10. Late Bids

Any bid received by the Bank after the deadline (Date and Time mentioned in Bid Details table / Pre Bid / subsequent addendum / corrigendum) for submission of bids, will be rejected and / or returned unopened to the bidder.

11. Issue of Corrigendum

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

12. For Respondent only

The RFP document is intended solely for the information to the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

13. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

14. MSME bidder

As per recommendations of GOI, Bank has decided to waive tender cost for NSIC registered MSME entrepreneurs.

- i. Exemption from submission of Tender Fee / Cost shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and registered under provisions of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME. Bids received without tender cost from bidders not having valid NSIC registered documents for exemption will not be considered.
- ii. To qualify for Tender Fee / Cost exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining registration will not be considered for Tender Fee / Cost exemption. (Traders are excluded who are engaged in trading activity without value addition / branding / packing. In such a case they will have to submit Tender Cost).
- iii. MSME bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three years from being eligible to submit bids for contracts with the Bank.
- iv. However, Performance Bank Guarantee has to be submitted by the bidder under any circumstance.

15. Costs borne by Respondents

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

16. No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.

17. Cancellation of Tender Process

- a. UCO BANK reserves the right to accept or reject in part or full any or all offers at its sole discretion at any stage without assigning any reason thereof and without any cost or compensation therefor. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidders.
- b. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action.

18. Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution

AND



"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

19. Non-Transferrable Offer

This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.

20. Period of Bid Validity

Bids shall remain valid for **180 (One Hundred and Eighty)** days after the date of bid opening prescribed by UCO BANK. UCO BANK holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

21. No Commitment to accept Lowest or any Bid

UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. UCO Bank reserves the right to make any changes in the terms and conditions of purchase. UCO Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.

22. Errors and Omissions

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document in the form of pre-bid queries within the time as given in control sheet.

23. Acceptance of Terms

A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.

24. RFP Response

If the response to this RFP does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the RFP is liable to be rejected.

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

25. Notification

Bank will notify the Respondents in writing as soon as possible about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

26. Erasures or Alterations

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid.

27. Clarifications on and Amendments to RFP document

Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till the date mentioned in the bid control sheet. Further, at least 7 days' time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website.

28. Language of Bids



The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.

29. Authorized Signatory

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by person who is duly authorized by the Board of Directors / having Power of Attorney.

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board certified by Company Secretary along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond.

The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

30. Submission of Offer – Three Bid System

UCO Bank will follow Three Bid System i.e. Separate **Eligibility Bid** – containing Eligibility Information, Tender Fee, Bid Security Declaration OR certificate from Ministry of MSME and Pre Contract Integrity Pact (**as per Annexure – XVI**), **Technical Bid** – containing Technical Information and **Commercial Bid** – containing Price Information along with the soft copies duly sealed and super-scribed as – RFP for Selection of Vendor for Supply, Installation & Maintenance of 550 Barcode Based Self Service Passbook Printing Kiosk (Eligibility Bid), – RFP for Selection of Vendor for Supply, Installation & Maintenance of 550 Barcode Based Self Service Passbook Printing Kiosk (Technical Bid) and – RFP for Selection of Vendor for Supply, Installation & Maintenance of 550 Barcode Based Self Service Passbook Printing Kiosk (Commercial Bid) as per the format prescribed in **Annexure – XXIV** respectively should be put in a single sealed outer cover duly sealed and super-scribed as – **RFP for Selection of Vendor for Supply, Installation & Maintenance of 550 Barcode Based Self Service Passbook Printing Kiosk** as per the bid details given in the RFP.

Eligibility evaluation would be completed first followed by Technical & Functional evaluation. Thereafter, Price Information (Commercial Bid) of the eligible & technically qualified bidders will be opened and Lowest Bidder (L1) will be selected based on the Total Amount quoted in the commercial bid. The bids (along with soft copy preferably in non-optical drives) shall be dropped/submitted at UCO Bank's address given in Bid Control Sheet Table, on or before the date specified therein.

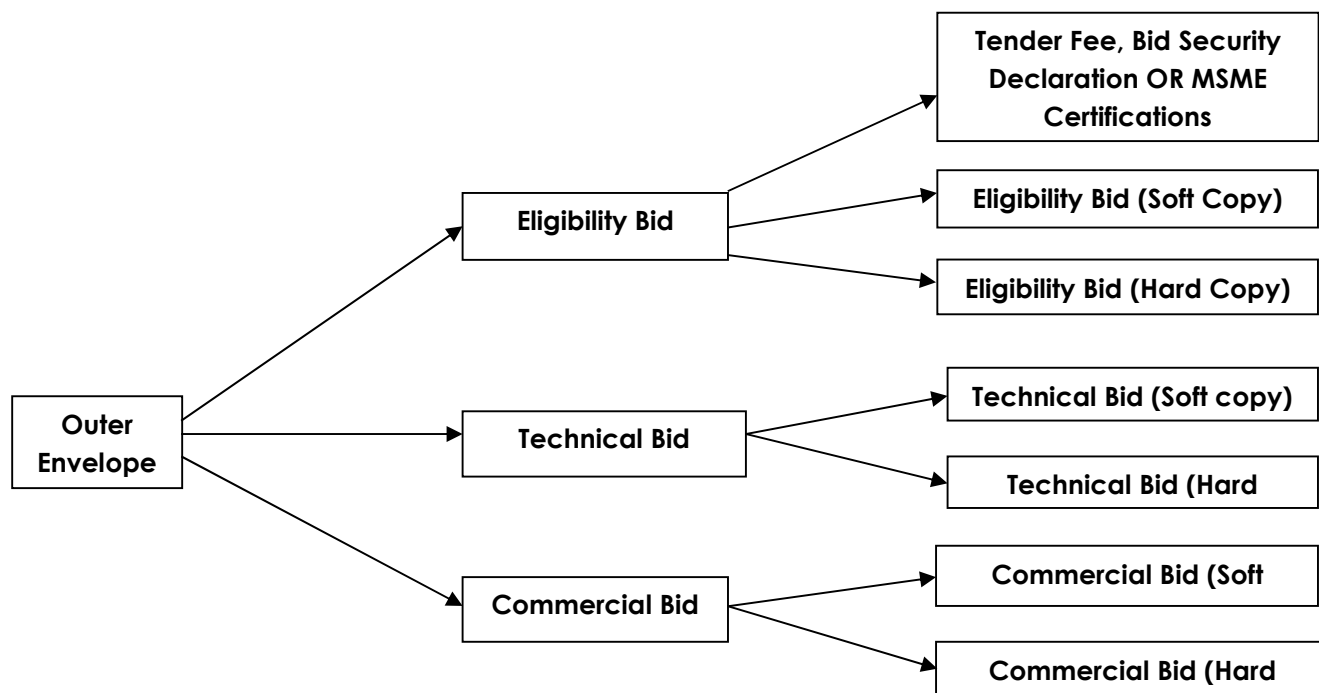
All envelopes must be super-scribed with the following information:

- Name of the Bidder
- Offer Reference
- Type of Offer (Eligibility or Technical or Commercial)

The Eligibility and Technical Offers should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical specifications given in the RFP, except prices along with the Tender Fee, Earnest Money Deposit in the form of Bank Guarantee and the Pre Contract Integrity Pact on a non-judicial stamp paper of requisite value (**as per Annexure – XVI**). Tender Offer forwarding letter prescribed in **Annexure – I** should be submitted with the Eligibility / Technical Offer. The Eligibility and Technical offers must not contain any price information. UCO BANK, at its sole discretion, may not evaluate Eligibility or Technical Offer in case of non-submission or partial submission of eligibility or technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

The entire RFP, Pre-bid responses along with all the Addenda and Corrigenda should be stamped & signed by the authorized signatory of the participating bidder and to be submitted to the Bank with all other documents as part of the Eligibility bid.

The envelopes separately should contain the documents in the order mentioned in the below diagram.



The Commercial Offer (Hard Copy) should contain all relevant price information as per **Annexure – XXIV**.

All pages and documents in individual bids should be numbered as page no. – (Current Page No.) of page no – (Total Page No.) and should contain tender reference no. and Bank's Name.

Note:

- a. The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with Eligibility Bid.
- b. One Separate envelope containing Tender Fee, Bid Security Declaration and Pre-Contract Integrity Pact should invariably be placed in Eligibility Bid envelope.
- c. If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- d. Bidders to submit a **masked commercial Bid** i.e. by hiding price commercial bid as per Annexure – XXIV with technical bid envelope to be submitted.
- e. If any inner cover / envelop of a bid is found to contain Eligibility/ Technical & Commercial Bids together then that bid will be rejected summarily.

- f. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- g. Canvassing of any kind or Bid submitted with false information will be a disqualification.
- h. The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- i. Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.
- j. Further, subsequent to the orders being placed, the Bidder shall pass on to Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- k. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.
- l. Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The bidder shall not quote for the products, whose End of sale/ End of Support/End of License has been declared by the OEM.
- m. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- n. Bids once submitted shall not be returned to the Bidder in future.

The selected bidder must adhere to the terms of this RFP document.

31. Other Terms and Conditions

- a. **Cost of preparation and submission of bid document:** The bidder shall bear all costs for the preparation and submission of the bid. UCO Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- b. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate

with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.

- c. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.
- d. **Response of the Bid:** The Bidder should comply all the terms and conditions of RFP.
- e. The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.
- f. UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO Bank has the right to re-issue tender/bid. UCO Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO Bank will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations once their offer/bid is rejected. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder.

32. Adoption of Integrity Pact

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- i. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- ii. Principal to treat all bidders with equity and reason
- iii. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally

- iv. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- v. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- vi. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- vii. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as **Annexure – XVI** for strict compliance.

The following Independent External Monitors (IEMs) have been appointed by UCO Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

a) Shri S R Raman

1A-121, Kalpataru Gardens
Near East-West Flyover
Kandivali East, Mumbai - 400101
E-mail:- raman1952@gmail.com

b) Ms Vijayalakshmi R Iyer

Flat No. – 1402, Barberry Towers,
Nahar Amrit Shakti,
Chandivali, Powai, Mumbai – 400072
E-mail:- yriyer1955@gmail.com

All pages of Integrity Pact (IP) must be signed and stamped Integrity Pact (IP) should be deposited with IT Department undertaken procurement at the address mentioned along with RFP document.

33. Preference to make in India:

The policy of the Govt. of India to encourage "Make in India" and promote manufacturing and production of goods and services in India, "Public Procurement (Preference to Make in India), Order 2017 and the revised order issued vide GOI, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal trade, vide Order No. P-45021/2/2017-PP (BEI) dated 04.06.2020 will be applicable for this tender.

Purchase Preference: In procurement of all goods, services or works in respect of which Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only "Class-I Local Supplier", as defined under the order, shall be eligible to bid irrespective of purchase value.

In procurements of goods or works which are divisible in nature, the "Class-I Local Supplier" shall get purchase preference over "Class-II Local Supplier" as well as "Non-Local Supplier", as per following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- If L1 bid is not a 'Class-I local supplier', 50% of the order quantity in toto shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price for remaining quantity and so on , and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers then such balance quantity may also be ordered on the L1 bidder.

In procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get Purchase Preference over 'Class-II Local Supplier' as well as 'Non Local Supplier' as per following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class – I Local Supplier ', the contract will be awarded to L1.
- If L1 is not 'Class –I Local Supplier, the lowest bidder among the 'Class-I Local Supplier ', will be invited to match the L1 price subject to Class –I local suppliers quoted price falling with in the margin of purchase preference and the contract shall be awarded to such 'Class -I Local Supplier' subject to matching the L1 price.
- In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier ' with the next higher bid within the margin of

Purchase Preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case of none of the 'Class-I Local Supplier' within the margin of Purchase Preference matches the L1 price, the contract may be awarded to the L1 bidder.

- "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

33.1 For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):

- "Local content" means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- **"Class-I Local supplier"** means a supplier or service provider whose product or service offered for procurement has local content equal to or more than 50%.
- **"Class-II local supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- **"Non-Local Supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- **"Margin of purchase preference"** means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

33.2 Verification of Local Content:

- a. The 'Class-I local supplier'/'Class-II Local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self –certification that the item offered meets the local content requirement for 'Class –I Local Supplier'/'Class –II Local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In case of procurement for a value in excess of Rs 10 Crores, the 'Class-I Local Supplier/ 'Class-II Local Supplier ' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

The local supplier at the time of submission of bid shall be required to provide a certificate as per **Annexure-XX** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or

practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content

The Bank shall follow all the guidelines/notifications for public procurement.

34. Restriction on Procurement Due to National Security

Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). A copy of the valid Certificate to be attached with the Bid. Certificate as per the Annexure to be attached along with the Bid. Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

Reference is made to Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defence in India, or matters directly or indirectly, related thereto, including national security.

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. The beneficial owner for the purpose of (iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 1. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 4. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Part – III: BID OPENING AND EVALUATION CRITERIA

1. Stages of Evaluation

There would be a three (3) stage evaluation process.

The stages are:

- I) Eligibility Criteria Evaluation
- II) Technical Evaluation
- III) Commercial Evaluation

The Eligibility Criteria would be evaluated first for the participating bidders. The bidders, who qualify all Eligibility Criteria as mentioned in Part-I clause 3, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening.

The Bank will open the eligibility and technical bids, in presence of bidders' representative(s) who choose to attend, at the time and date mentioned in Bid document on the date and venue mentioned in control sheet. The bidder's representatives who will be present shall sign the register evidencing their presence / attendance.

The bidder with the lowest commercial quote will be declared L1.

2. Evaluation Methodology

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (Total Cost of Ownership) over contract period that appropriately meets the requirements of the Bank.

2.1 Eligibility Evaluation

The Bank will evaluate the technical response to the RFP of bidder who are found eligible as per the eligibility criteria mentioned in the RFP.

2.2 Technical & Functional Evaluation

- a. The proposals will be evaluated in three stages. In the first stage, i.e. Eligibility Evaluation as mentioned in Annexure –XXII. In the second stage, Technical & Functional Evaluation as mentioned in Scope of Work & Annexure-XXIII, the bidders will be shortlisted, based on their responses. In the third stage, the commercial bids of the eligible & technically qualified bidders would be opened and evaluated.

- b. The Bank will evaluate the technical responses of the bidders who are found eligible as per the eligibility criteria mentioned in the RFP.
- c. During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter / e-mail seeking clarification / explanation.

Technical bid evaluation methodology that UCO Bank would adopt is given below:

- The requirements are given in Scope of Work & Annexure-XXIII.
- UCO Bank may, at its discretion, waive off any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and UCO Bank reserves the right for such waivers.
- The bidders should provide their response ('Y' or 'N') to the questionnaire in the column "Compliance" in Scope of Work & Annexure-XXIII.
- The Responses should be as per the table below.

Response	Description
Y	Yes, Available
N	No, Not Available

- If any bidder provides response other than 'Y' or 'N' the same will be treated as Not Available i.e. 'N'.
- Bidder should comply with all the requirements given in Scope of Work & Annexure-XXIII. Non-compliance to any of the requirement in Scope of Work & Annexure-XXIII may attract rejection of the proposal.

2.3 Commercial Evaluation

The commercial bids of only technically qualified bidders will be opened and evaluated by the Bank and the evaluation will take into account the following factors:

- a. The Bill of Material must be attached in Technical Bid as well as Commercial Bid. The format will be identical for both Technical Bid and Commercial Bid, except that the Technical bid should not contain any price information (with Prices masked). Technical bid without masked Bill of Materials will be liable for rejection. Any deviations from the Bill of Material / non-submission of prices as per the format shall make the bid liable for rejection.

- b. The L1 bidder will be selected on the basis of the amount quoted for the proposed solution quoted by them as per commercial bid. However, in case of any discrepancy in calculation, unit cost for components & services shall prevail and TCO will be calculated accordingly.
- c. The optimized TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work.
- d. In case there is a variation between figure and words, the value mentioned in words will be considered.
- e. In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

3. Normalization of bids:

The Bank has discretion to go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible to ensure that eligible bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the eligible bidders to re-submit the technical and commercial bids once again for scrutiny.

The resubmissions can be requested by the Bank in the following two manners:

- Incremental bid submission in part of the requested clarification by the Bank.
- Revised submissions of the entire bid in the whole.

The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The eligible bidder/s have to agree that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted bidder/s, by submitting the response to this RFP, agrees to the process and conditions of the normalization process.

PART –IV

1. SCOPE OF THE WORK

- 1.1 The bidder should supply, install and maintain barcode based Self Service Passbook Printing Kiosks as per specification given in **Annexure-XIII** including all required hardware, software, operating systems, databases, middleware, third-party utilities and interface the same with Core Banking Solution i.e. Finacle 7.0.25 and above. In Future, if Bank upgraded the Core Banking Solution to higher version, the bidder needs to do end to end integration without any cost to the Bank. Self Service Passbook Printing Kiosks integrated as a single unit and it should be installed at a level convenient for the customers to stand and operate. Bank reserves the right to install these kiosks at on-site or off-site locations as per requirement of the Bank.
- 1.2 The machines shall be integrated with Bank's core banking solution. Bank would only provide power and network access required for the above Kiosks. The solution proposed must adhere to ISO 8583 message standards or above and any other format/protocol in order to integrate the proposed solution with Bank's CBS (Finacle 7.0.25 or above). For doing so, if required the selected Bidder shall have to coordinate with Bank's existing prime vendor/system integrator, who has implemented CBS in UCO Bank, for integrating the Barcode Based Self Service Passbook Printing Kiosks with Finacle system. The selected bidder should develop necessary Interface to integrate the Barcode Based Self Service Passbook Printings with Bank's Core Banking System i.e. Finacle without any additional cost to the Bank.
- 1.3 The bidder will provide end to end solution including all required hardware and software, to be installed at Bank's DC & DR. Bidder should develop Interface with Bank's core Banking Solution (Finacle) at their own cost.
- 1.4 The bidder should maintain the middleware throughout contract period. The bidder should update the software patches and antivirus patches time to time.
- 1.5 The bidder has to provide the Barcode Based Self Service Passbook Printing Kiosk and Bar Code Printer as per the specifications mentioned in this bid. However, for printing of Bar-code on the passbooks, Bank may use the existing Barcode printers available for printing of barcodes. It will be the discretion of the Bank to procure Barcode Based Self Service Passbook Printing Kiosk with/without Bar Code Printer from the selected vendor.
- 1.6 Barcode Based Self Service Passbook Printing Kiosk should be in colour branding of UCO Bank. Bank's colour branding shall be shared with the selected bidders. The machine should have instructions pasted to guide/help the customers for Passbook Printing.
- 1.7 The scope of the services is to be provided for the period of at least 5 years i.e. 3 year comprehensive onsite warranty and 2 years AMC from the date of project Sign off by the bank.

- 1.8 A solution should be provided to print the BAR code from the individual terminals at Branches.
- 1.9 As per Bank's requirement, the selected vendor would be required to supply BAR Code printer along with the requisite software / tools as bundled item for printing BAR Code on the passbook. The required support and maintenance of the BAR Code printer would be the responsibility of the selected bidder.
- 1.10 The Selected Bidder should maintain the machines & BAR Code Printers during onsite warranty and AMC period. The selected bidder should provide a warranty period of 3 (three) year and 2 (Two) years comprehensive AMC. Further if Bank desires, the bidder has to continue the AMC support after the completion of the onsite warranty and AMC period on mutually agreed terms, conditions and commercials. The selected bidder should ensure the availability the spare parts for the system for at least 5 years after the expiry of warranty.
- 1.11 The selected bidder should also undertake to customize display screens of the machines as desired by bank in graphic mode in three languages (Hindi, English and the local language selected by Bank depending on the state where the machine is deployed) for all transactions undertaken by machines without any extra cost.
- 1.12 Successful bidder will provide software solution to provide MIS reports at machine level as well as from centralized location. Solution should be capable of generating suitable MIS reports customized to the Bank's requirement in respect of activity, uptime, and fault event. Typical fields in this MIS: No. of passbooks printed, No. of passbooks rejected, Reasons for rejection like Network failure, Power failure, 1st time printing, Barcode authentication failure, 'Nothing to print', History of downtime, history of spares replaced, etc. These Kiosks should generate Audit Trail also for each type of transactions.
- 1.13 The selected bidder shall deliver Kiosks at the respective sites within Six (6) weeks for north east and within Four (4) in other parts of Country from the date of receipt of the order from the Bank, failing which the Bank reserves its right to levy liquidated damages.
- 1.14 For each site, the Bidder is expected to provide Kiosks with the related hardware, all subsystems, operating systems, system software, software drivers and manuals etc. The software version installed on the Kiosks provided by the selected bidder should be uniform across all Kiosks.
- 1.15 The selected bidder will have to integrate their Kiosks with the banks CBS host system (existing or higher) and make them operational within one week from the date of delivery at each site. Non-accomplishment of fulfilling the criteria for integration as mentioned above, failing which the Bank reserves its right to levy liquidated damages.

- 1.16 The Bidder would be responsible for timely applying/loading of all the software patches release by OEMs / OS vendors/ RBI or Regulatory in all the respective Kiosks during the Warranty and AMC period. This job has to be done as a part of Warranty and AMC support services, without any extra cost to Bank. The bidder will undertake up gradation of the software patches on time to time basis as per the Bank's requirement as well as the regulatory compliance.
- 1.17 The selected Bidder has to obtain transit insurance cover for the Kiosks from their factory/go-down to the site and such insurance cover should be available till installation of the Kiosks/Machines. The insurance cover should be available for minimum 30 days from the delivery of Kiosks/Machines.
- 1.18 The selected Bidder should provide adequate training and operational guidelines to designated bank personnel. The checklist and user manual for proper maintenance of kiosks are to be provided to each branch.
- 1.19 The selected bidder will provide single point of contact and escalation matrix upto the highest level to the Bank.
- 1.20 The bidder should note that Kiosks being procured will be deployed at various locations as per business requirements of the Bank and selected bidder will be required to support all such installations. The list of the locations will be given to successful Bidder as and when the sites are identified. The Bank reserves the right to change locations by giving prior notice.
- 1.21 No visit / service charges will be borne by the Bank for up-gradation of the software/replacement of hardware components pertaining to Self Service Passbook Printing Kiosks and BAR Code Printer for the purpose of enhancing their functionality to meet mandatory compliance from GOI/RBI/Regulatory authorities.
- 1.22 The bidder has to submit an undertaking/certificate (format enclosed in the Annexure-XIII) along with the delivered items, signed by authorized signatory of OEM, certifying that all the components/parts/assembly/hardware/software used in the Kiosks/Machines like Sensors, hard disc, monitor, memory etc. are original and new components/parts/assembly/hardware/software and that no refurbished/duplicate/second hand components/parts/assembly/hardware/software were being used or would be used.
- 1.23 The bidder has to ensure that all the licenses for the application/software/middleware/OS used in the Kiosks/Machines/Bar Code Printers should be in the name of UCO Bank only and necessary license certificates/copies of the same has to be submitted in original to the Bank.
- 1.24 The passbook kiosk/machine/Bar code Printers provided by the bidder should be able to support different settings and sizes of the passbook which should be available in every kiosk as per the specifications provided by bank. In future other specifications can be added into the kiosk. The bar code scanner should

be inbuilt in Kiosk and not to be exposed to outside. The bar code printing should support either on stickers/label or on the passbook itself.

- 1.25 Bar code printing type is 1D barcode. Bidder to supply Bar Code Printer as per the specification given by the Bank. Bar code printer should print details on label/stickers which are to be pasted on the passbook.
- 1.26 The Kiosk should be installed interactive audio-visual facility for all types of customers. This interactive audio-visual facility should be provided in Hindi, English and one of the regional languages as specified by RBI and as per Bank's requirement. It should be pre-loaded in the Kiosk.
- 1.27 Detailed log report of the activities in the Kiosks is to be generated and stored locally in the Kiosk. This log file should be in a normal readable format and to be accessible by the Bank in case of need.
- 1.28 Barcode printer offered/supplied by the bidder should be compatible with the Bank's existing and future CBS system/environment. Bidder shall impart user level demo at each location for kiosk operation including the bar Code printing/ pasting it without any extra cost to the Bank. Required stationary i.e. Label/Sticker will be provided by the Bank.
- 1.29 The solution should have the facility to validate the passbook in each page printing, so that the statement for the passbook for which barcode is read should not be printed in any other passbook. The solution provided should have a feature of time out as per the requirement of the Bank to avoid any misprinting of passbook other than the requested customers.
- 1.30 The Kiosk installed should be connected to Remote Monitoring System (RMS) so that, availability of Kiosks services could be ensured by way of remote monitoring of Kiosks through system driven, automated process with an ability to initiate corrective measures to address various messages emanating from installed Kiosks.
- 1.31 Remote Monitoring System should be capable of monitoring the uptime of all the machines configured on the Bank's network on real time basis from a centralized location. The penalties will be applied based on this report. Automatic call logging and closing facility should be available in the Remote Monitoring System.
- 1.32 On detection of errors machine should display the respective error message on screen.
- 1.33 One resource should be provided by bidder to manage Remote Monitoring Management System (RMMS), Interface Server, MIS, call complaints/ monitoring etc. at no extra cost to the Bank. Successful bidder is liable for a penalty of Rs.1000/- per day on unavailability of the resource. This support is required for contract period of 5 years.

- 1.34 The selected bidder must ensure before delivery that operating system is hardened to block the services /ports which are not required. The vendor should ensure to take care of intrusion detection, port scans and other common virus attacks.
- 1.35 The machine should have the facility to grout. The vendor should undertake the grouting of machines as per the Bank's requirement. Machines have to be fixed on bolts into the concrete while installation. In case of any challenge at site anchor fasteners should be used for grouting the machines.
- 1.36 The Bidder shall fully protect the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by the Bidder in the machine/ systems supplied by the Bidder anywhere in the world.
- 1.37 Selected bidder has to upgrade the version of the Operating Systems to higher version of the machines without additional cost during the contract period in case the existing version of the OS is declared end of support/ end of life.
- 1.38 User Information Display Screen shall be provided by the Bidder and Bank shall approve the same for loading in the Kiosk.
- 1.39 The Selected Bidder needs to provide ready to print 1000 barcode sticker per Bar Code Printer as per specification provided by Bank.
- 1.40 Barcode Based Self Service Passbook Printing Kiosk should be compatible to print, all the existing barcoded passbooks which are already in use. The provided solution should work for all types of passbooks.
- 1.41 Bank can also procure Barcode Based Self Service Passbook printing kiosk for its Regional Rural Bank (RRB) at the same unit cost and on the same terms and condition with individual remote monitoring tool for each RRB's.
- 1.42 The Bidder should provide Barcode based Self Service Passbook Printing Kiosk Solution, including but not limited to providing the required Hardware, Software, Databases, Third Party Utilities, if any, and installation, testing, commissioning, warranty, annual maintenance, required/guaranteed uptime, etc. The system will have to be integrated with the existing Core Banking System of the Bank as well as with upgraded version too. In this direction, successful bidder will liaison and implement necessary configuration with the network and other hardware vendors of the Bank.
- 1.43 Bank proposes to procure 550 (Five hundred fifty only) Barcode based Self Service Passbook Printing Kiosks with an option of procurement of additional quantity up to 10% on its sole discretion.
- 1.44 To provide all necessary hardware and software required to make the solution work strictly as per technical specifications. The specifications given are

minimal. Bidders can quote equivalent or higher technical specifications to meet the Bank's requirements.

- 1.45 The system should be capable of centrally pushing the Bank's advertisements, application updates to all the Kiosks.
- 1.46 The bidder will have to provide and deploy the necessary functionality for printing narration of entries in Hindi and regional language also if required, at no extra cost, so that the customers are able to print their transactions in Hindi and Regional language also. The translation to Hindi/ Regional language will be provided by the Bank.
- 1.47 The bidder will be responsible for complying with the security policies of bank (both kiosk and server end) at no extra cost.
- 1.48 Source code (both kiosks and RMS) to be certified by a certification agency or Bank empaneled CISA Certified Auditors, to be free of defects and malware/virus, as and when required by the bank at no additional cost.
- 1.49 One Kiosk/Machine should be provided by the bidder for testing the functionality.

2. FACILITY MANAGEMENT

The FM support should be deployed at Bank's premises, for supporting the solution primarily for 8 hours (viz. 10 am to 6 pm) however in case of exigency the Bidder shall provide and maintain requisite skilled resources for extended hours as required.

The brief scope for the FM resources is as under:

- a. Responsible for maintaining the Machines and Application uptime of the kiosks as specified by the Bank.
- b. Responsible for Full RMS(Remote Management System) support including but not limited to applying SCD on servers, Patch update, DR drill, MIS, Calls complaints/troubleshooting, maintenance of servers, VAPT and BUG fixing, Back up and restoration of databases.
- c. Responsible for antivirus patches/updates applied to the machine time to time.
- d. Responsible for monitor health of the Machine from remote location on continuous basis. In case of any problem/errors same shall be rectified immediately under intimation of the bank.

PART-V

1. Order Details

The Bank intends to deploy 550 Barcode Based Self Service Passbook Printing Kiosks and/or Barcode Printer over a period of 24 months. Quantity mentioned above is only indicative and likely to increase or decrease based on Bank's requirement. Bank will issue specific work order for each of the installation with location details. The machines should be covered under three year comprehensive onsite warranty and AMC for a period of two years renewable for a further two years, if desired by the bank. The purchase order will be placed by the Bank from its Head Office and payment will be made by BPR & BTD, Head Office. Performance Bank Guarantee will be required to be submitted at Head office. Any decision of the Bank in this regard will be final & conclusive and binding upon the vendor.

2. Contract Period

The contract period for Supply, Installation Maintenance of Barcode Based Self Service Passbook Printing Kiosk will be for a period of Five Years extended upto two years on same terms and conditions from the date of Agreement (SLA). The machines shall carry warranty for a period of 3(Three) years from each installation and accepted by the Bank. SLA will cover performance and availability of the solution deployed for a period of Five years(3 Years warranty and 2 Years of AMC) from the date of each installation and acceptance by the bank.

The performance of the vendor shall be reviewed monthly, if not found satisfactory, Bank may terminate the contract at its sole discretion by giving two months,, notice without assigning any reasons. Any offer falling short of the contract period is liable for rejection. The vendor however shall keep the price valid for a period of two years from the date of agreement.

3. Delivery and Installation

- 5.5.1 The selected bidder shall deliver the machines within Six (6) weeks in North-east and within Four weeks (4) from the date of receipt of the order from the Bank.
- 5.5.2 Delivery and installation of Middleware should be completed within 4 weeks from the date of LOI/Master Purchase Order.
- 5.5.3 If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of delay period.

- 5.5.4 Pre-shipment Quality Inspection certificate for all equipment are to be submitted along with the invoices to the Bank.
- 5.5.5 The installation of machine will be deemed to complete when all the Hardware/Software/ products specified in Scope of the Work and Annexure-V & VI have been supplied, implemented and made operationalized as per the specifications and satisfactory acceptance given by the Bank. The Bidder has to resolve any hardware, system software, related problems during successful installation and operationalization of the machine before the final sign off/verification.
- 5.5.6 All the equipment supplied by the Bidder shall be legal and Bidder shall indemnify to Bank to this effect.
- 5.5.7 Any license, if required, need to be provided by the successful bidder. The successful bidder is solely responsible for any legal obligation related to licenses during the entire contract period.
- 5.5.8 The equipment is considered accepted (Commissioned and Operationalized) after signing the Acceptance Certificate (Annexure-XXVII) jointly by the representative from the Bank and engineer from the successful bidder.
- 5.5.9 The successful bidder is required to transport the Goods to a specified place of destination within India, defined as the Project Site, transport to such place of destination in India, including insurance and storage, shall be arranged by the bidder, and the related costs shall be included in the quoted Price. Cost for obtaining necessary road permits and other related permits will be the responsibility of selected bidder.

4. Payment Terms

Orders for Machines shall be placed by the BPR & BTD Department, Head Office, Salt Lake, Kolkata. The vendor shall give acceptance within 5 days from the date of receipt of the order. Bank reserves right to cancel order, if the same is not accepted within 5 days from the date of receipt of order.

a) No advance payment will be made.

b) For Passbook Printing Kiosk (Including Middleware) and Bar Code Machine:

- 90% of the value of the equipment will be paid after delivery, completion of successful installation of the machine and the same going live on UCO Bank's network. The payment will be made on receipt of the invoices along with duly certified installation report from the respective Branch Head. Vendor has to submit the acceptance certificate as per Annexure XXVII along with invoice details.

- In case any component of the machine is found to be defective/ damaged, payment in respect of such machine will be withheld by UCO BANK till the defective component or the machine itself is replaced. UCO Bank's decision as regards replacement of the defective part or the entire machine shall be final, conclusive and binding on the selected bidder.
- The balance 10% of the equipment will be paid after the warranty period or on submission of a Bank Guarantee (BG) to the Payment Authority for equivalent amount and tenure and an installation report duly certified by Branch along with acceptance certificate as per Annexure XXVII.

5.6.1 For Middleware:

- 90% of the cost along with applicable taxes will be paid on delivery, installation, successful commissioning of the project and on submission of invoice with proof of delivery, and installation.
- Remaining 10% of the cost along with applicable taxes after completion of one year from the date of project commissioning sign off or on submission of Performance bank Guarantee for equivalent value and time period.
- The invoices should be raised only for the amount payable as per the above payment terms.

5. Paying Authority

The payments as per the Payment terms covered hereinabove for Self Service Passbook Printing Kiosks shall be paid by the Head Office while the AMC will be paid by the concerned Zonal Offices under whose jurisdiction the concerned site falls. However, Payment of the Bills for machines would be payable, on receipt of advice/confirmation for satisfactory delivery/ installation/re-installation, live running and service report from the concerned branches/offices duly signed by the engineer and Bank official where the purchased equipment have been delivered. Also the bidder has to submit the certificate of insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third party liabilities.

The payment as per the Payment terms covered hereinabove for middleware shall be paid by BPR & Business Transaction Department, Head Office.

Payment for consumables, if required to be paid, will be paid by zonal office.

6. Warranty & AMC

Warranty

The Selected bidder shall provide warranty for all the machines which will be delivered & installed in sites as well as for Middleware (including respective hardware and software). The period of warranty will be three year from the date of installation of respective machine.

During the warranty period the Selected bidder should maintain the acceptance criteria and shall be responsible for all costs relating to service,

maintenance (preventive and corrective), technical support and transport charges from and to the sites in connection with the maintenance of the solution or any components/ parts there under, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.

Selected bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered by the offer. Selected bidder must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period selected bidder shall maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge to UCO BANK.

Warranty should not become void if UCO BANK buys any other supplemental hardware from a certified third party and installs it with these equipment. However, the warranty will not apply to such hardware items installed. The obligations under the warranty expressed above shall include all costs relating to labour, spares, maintenance (preventive & unscheduled) and transport charges from site to manufacturer's works and back for repair/replacement at site or any part of the equipment which under normal & proper use and maintenance proves defective in design, material or fails to conform to the specifications.

Annual Maintenance Contract

Should UCO BANK decide to do so, the selected bidder is expected to maintain the machines supplied for 2 (Two) years after the expiry of warranty period. Comprehensive on-site maintenance charges, for the post warranty period, must be quoted in the Commercial Offer/bid. The selected bidder is expected to ensure same maintenance standards as during warranty period. After the expiry of AMC period (2 years after 3 years warranty), Bank reserve the right to enter into the AMC for further period of 2 years with mutually negotiated terms and conditions.

The selected bidder is also expected to make available the spare parts for the systems for at least 7 years. Thereafter, selected bidder will give at least twelve month notice prior to discontinuation of support services. If any of the peripherals, components etc. are not available or difficult to procure or if the procurement is likely to be delayed, the replacement shall be carried out with equipment of equivalent capacity or higher capacity at no additional charges to UCO BANK, during the currency of warranty period and AMC.

The AMC payment will be made by respective Zonal Offices on quarterly basis in arrear subject to satisfactory services rendered by the bidder. Also at the time of claim of AMC payment, bidder has to submit the preventive maintenance certificate, to Zonal Offices/Branches along with invoice.

The AMC payment for Middleware shall be made by BPR & BTM, Head Office. The price of per quarter AMC shall be calculated proportionally from the cost quoted by the bidder for two years.

7. Uptime

For Barcode Based Self Service Passbook Printing Kiosks & Bar Code Printer

The vendor shall ensure uptime of individual machines (to be calculated on monthly basis) as mentioned below during warranty period and post warranty maintenance contract period:

Centers	Percentage
Metro & State Capital Centers	99%
Urban Centers (Other than Metro & State Capital Centers)	98%
Semi urban & Rural Centers	97%

Downtime for any particular machine should not exceed more than 4 hours for a single incident of failure. Uptime shall be calculated on a monthly basis and shall be counted from the time the call is identified as a Warranty call requiring an Engineer's visit.

Uptime percentage will be calculated as:

$$\frac{(\text{Available Time} - \text{Downtime}) \times 100}{\text{Available Time}}$$

Available time is time in Hours cumulative over a month for individual machine, available for bank's usage and will excludes time taken to load Software, perform any maintenance services and/or calls identified as Bank preventable calls; time for operational scheduled downtime; time when Equipment is not available due to events of force majeure, time taken for the engineer to reach the site, time taken to deploy consumable, any type of jams, equipment not kept and/or maintained as per the required / defined environmental conditions, re-certification, relocation, re-installation, power failure due to Bank dependency, any attached device failures, network failures, delays in the Vendor access to the machine for a reason not attributable to the Vendor, any third party related problem and any other non – machine related failures. Downtime is the time in Hours Cumulative over a month, for which a machine is completely unavailable for the usage due to failure of the Vendor supported equipments or malware in the middleware. Vendor has to submit call report mentioning details of calls pending/disposed for all machines and middleware within 7 (seven) days from the close of every calendar month.

Note: If the vendor fails to provide services which results in the uptime of machines/solution provided by bidder, below stipulated percentage, penalty will be applicable and will be deducted from the quarterly bill/future payment related to the Vendor.

For Middle ware

The bidder shall guarantee an uptime of 99.00% for the middleware which shall be calculated on quarterly basis. The 'Uptime' is equal to 'total contracted

hours in a quarter' less 'Downtime'. The 'Downtime' is the time between the time of report by the Bank and time of restoration of service within the contracted hours. 'Restoration' is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same. For SLA purpose a quarter will be treated as 90 days. If the bidder fails to maintain guaranteed uptime on quarterly basis, Bank shall impose penalty as per Penalty Clause of the RFP.

If the uptime is below 90%, the Bank shall have full right to terminate the contract under this RFP.

8. Penalty

- ✓ The Bidder shall perform its obligations under the service level agreement entered into with the Bank.
- ✓ If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- ✓ Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.
- ✓ The Bank shall implement all penalty clauses after giving due notice to the bidder.
- ✓ Any machine including the software components/hardware equipments that are reported to be down on a given date should be repaired immediately. The resolution should not exceed 4 hours from the time of registering a complaint. The successful bidder(s) to ensure the above mentioned uptime to be calculated on monthly basis for machines. In case the Vendor fails to meet the required uptime, there will be a penalty of Rs. 250/- (Rupees Two hundred Fifty only) per 1% per downtime.
- ✓ For instance, if required uptime is 99% and the vendor's reported uptime of 98% then penalty will be Rs. 250.00 (Since penalty for 1% gap) for each machine per quarter.
- ✓ However, The Vendor should make every possible effort to ensure that reported uptime should not be less than 90%. In case of reported uptime is less than 90%, Bank reserves the right to invoke the performance Bank Guarantees. Bank and/or its representative or agent will do fault reporting through telephonic message or email or any other mode as Bank may decide.
- ✓ In the event of failure of maintaining the uptime for middleware, penalty of Rs.5000/- per day would be levied subject to a maximum of 10% of the TCO.

- ✓ Notwithstanding anything contained above, no such penalty will be chargeable on the Vendor under the above clauses for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.
- ✓ During warranty period, the penalty would be recovered from the vendor from any future payments.
- ✓ The sum total of penalties will not exceed 10% of the Total Cost of Ownership (TCO) within the contract period. Thereafter, the contract/purchase order may be cancelled and Performance Bank Guarantee may be revoked.
- ✓ Any up-gradation should be completed within 15 days from the date of request of the Bank. Otherwise there will be a penalty of Rs.100/- per day per kiosk.
- ✓ Successful bidder is liable for a penalty of Rs.1000/- per day on unavailability of the resource. This support is required for contract period of 5 years.

9. Liquidated Damage

In case the delivery & installation is delayed beyond the scheduled time from the effective date, "Liquidated Damage for Late Delivery & Installation", 0.5% of undelivered equipment (s) for each calendar week of delay or part thereof subject to maximum of 10% of order value will be imposed and will be deducted from the bill amount. UCO BANK reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by UCO BANK to the bidder. Liquidated damages will be calculated per week on per site basis.

If the successful Bidder fails to complete the due performance in accordance to the specification and conditions of the bid document, the Bank reserve the right to cancel the entire order placed on the selected bidder. The Bank reserves the right to invoke the Performance Bank Guarantee submitted by the bidder.

LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility / onus of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.

10. Paying Authority

The payment will be made by BPR & BTD, Head Office – 2, UCO Bank. However, all the payments shall be subject to the performance / delivery of the Services to the satisfaction of the Bank for this purpose.

However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

Paying Authority for AMC and Consumables (if at all to be procured) will be respective Zonal Offices.

11. Performance Bank Guarantee

The Selected bidder, **within 15 days from the date of letter of intent** will have to furnish a Performance Bank Guarantee, format as per **Annexure – V**, issued by any scheduled commercial bank (other than UCO Bank) equivalent to 3% of the project cost **valid for 63 months (60 months + a claim period of 3 months)** effective from the date of execution of the Service Level Agreement (SLA).

The Performance Bank Guarantee shall act as a security deposit and either in case the selected bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the selected bidder is not able to fulfill any and all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD (Liquidity Damage) on Delivery and installation.

In case the contract is getting extended, the selected bidder shall submit the Bank Guarantee of 3% of the project cost of that period of time with a validity of the extension period with 3 months claim period.

The selected bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project and warranty period.

12. Right to Alter Quantities

The Bank reserves the right to alter the number of Barcode Based Self Service Passbook Printing Kiosks and/or Barcode Printer specified in the tender in the event of changes in plans of the Bank. Any decision of BANK in this regard shall

be final, conclusive and binding on the vendor. The bank reserves the right to place order for additional 10% Barcode Based Self Service Passbook Printing Kiosks and/or Barcode Printer at cost discovered through RFP during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the Barcode Based Self Service Passbook Printing Kiosks and/or Barcode Printer as mentioned above. Bank reserves the right to alter the quantities at any time without prior notice to the selected vendor(s).

13. Price Validity

The selected bidder will be required to keep the price valid for entire contract period. There shall be no increase in price for any reason whatsoever during the period. Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format.

14. Single Point of Contact

The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP.

15. Preliminary Scrutiny

UCO Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether all the necessary information supported by documentary evidences are submitted as per prescribed method. Offers not meeting the prescribed guidelines and or with incorrect information or not supported by documentary evidence, wherever called for, would summarily be rejected. However, UCO Bank, at its sole discretion, may waive any minor non-conformity or any minor irregularity in an offer. UCO Bank reserves the right for such waivers and this shall be binding on all vendors.

16. Award of Contract

Bank will award the contract to the L1 bidder and will notify the name of the selected Bidder by means of Letter of Intent (LOI). Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan. The selected Bidder shall submit the acceptance of the order within seven days from the date of receipt of the Letter of Intent (LOI). No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the Bidder. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

17. Taxes

- a. Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.
- b. The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.
- c. Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.
- d. Bidder shall co-operate fully in the defence of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder.
- e. The payments which is/are inclusive of GST and other taxes, fees etc. as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, UCO Bank, Head Office – Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

18. Confidentiality and Secrecy

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended

document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

The bidder/selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the UCO Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the UCO Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the UCO Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The UCO Bank.
- The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the UCO Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- **Conflict of interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- **The successful Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank's format before or at the time of execution of the Service Level Agreement.**

19. Compliance With Laws

The selected Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Further the selected Bidder shall undertake to observe, adhere to, abide by, comply with all applicable Statutes/Legislations pertaining all the its officers/staff/personnel/representatives/agents deployed by them for the scope of work (stipulated in the Request for Proposal/Quotation) but not limited to the Minimum Wages Act, Employees Provident Fund Act, Labour Laws, ESIC Facility Standard & Rules/Regulations/Guidelines issued by the Government/ Reserve Bank of India or any other Authority, as applicable.

The selected Bidder shall undertake to promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term/tenure of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within a reasonable time to the selected Bidder.

This indemnification is only a remedy for the Bank. The selected Bidder shall not be absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to the damages awarded by the Court and shall exclude any indirect, consequential and incidental damages. However the indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities and/or any third party.

20. Blacklisting

Grounds for Disqualification & Blacklisting

(A) Notwithstanding anything contained in this document, any Bidder/selected Vendor shall be disqualified when –

- a) any Bidder who have been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority as on date of the publication of this Tender/Procurement;
- b) any bidder whose Contract/Agreement with any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority has been terminated before the expiry of the Contract/Agreement for breach of any terms and conditions at any point of time during the last five years;
- c) any Bidder whose Earnest Money Deposit and/or Security Deposit have been forfeited by any Bank / Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory/Statutory Authority, during the last five years, for breach of any terms and conditions.

(B) Further disqualification can be imposed by the Bank in accordance with the procedures established, which may include but not limited to the following grounds, either at the stage of Competitive Bidding or at the stage of implementation of the Contract:

Commission of any act of:

- i) submission of a bid, proposal or any other document that is known or should be known by the Bidder to be false, misleading or non- meritorious or to contain false information or concealment of information which will influence the outcome of the eligibility screening/selection process;
- ii) any documented unsolicited attempt by the Bidder to unduly influence the decision making process of the Bank while determining the eligibility screening/selection process in favour of the Bidder;
- iii) unauthorized use of one's name or using the name of another for purpose of bidding;
- iv) breach of the terms of a public contract by a wilful or material failure to perform in accordance with the terms thereof;

- v) withdrawal of a bid, or refusal to accept an award, or enter into contract with any Bank/Financial Institution/Central Government/State Government/ any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory Authority without any justifiable cause, after the Bidder had been adjudged as having submitted the lowest calculated Responsive Bid or highest rated Responsive Bid;
- vi) refusal or failure to furnish the required performance security within the prescribed time frame;
- vii) refusal to clarify or validate the Bid submitted, in writing, within a period of seven (7) calendar days from receipt of the request for clarification if sought by the Bank;
- viii) that may tend to defeat the purpose of the competitive bidding, such as but not limited to; an eligible Bidder not purchasing the bid documents or not complying with the requirements during the evaluation of bid or habitually withdrawing from bidding or submitting letter of non-participation for at least three (3) times within a year, except for valid reasons;
- ix) lack of integrity or honesty or fraud, bribery, collusion or conspiracy;
- x) failure by the Bidder/Vendor, due to solely his fault or negligence, to mobilize and commence the work or perform within the specified time period, as specified in the Tender Document, including but not limited to the Request for Proposal/ Request for Quotation/ Agreement/Letter of Intention/Purchase Order etc.,;
- xi) failure by the Bidder/Vendor to fully and faithfully comply with its contractual obligations without valid cause, or failure to comply with any written lawful instruction of the Bank or its representative(s) pursuant to the implementation of the Contract, which may include but not limited to the following:
 - a. Employment of competent technical personal, competent engineers and/or work supervisors;
 - b. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
 - c. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
 - d. Deployment of committed equipment, facilities, support staff and manpower; and
 - e. Renewal of effectively date of the performance security after its expiry during the tenure of the Contract.

- xii) assignment and subcontracting the Contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Bank;
 - xiii) for the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract;
 - xiv) for the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. The poor performance of the Consultant can include and may not be limited to defective design resulting in substantial corrective works in design and/or construction, failure to deliver critical outputs due to consultant's fault or negligence, specifying materials which are inappropriate, substandard, or way above acceptable standards, allowing defective workmanship or works by the contractor being supervised by the consultant etc.,
 - xv) for the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as per the existing performance monitoring system of the Bank shall be applied, quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence, willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.
- (C) Any parameters described, *supra*, attributable to any Partner/Director shall be construed as disqualification for the Firm/Company, as the case may be.
- (D) The Bank will have the discretion to disqualify the Bidder/Vendor and/or initiate the process for blacklisting the Bidder/Vendor and may also entail forfeiture of performance security furnished by the Bidder/Vendor.

21. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Bank as the case maybe which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics/pandemics,

- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above.

22. Completeness of The Project

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

23. Acceptance Testing

The Bank will carry out the acceptance tests as per Scope of work Part – IV supplied & implemented by the selected bidder as a part of the Project. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the vendor would need to provision insurance of those items till successful acceptance. The Bank at its discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

24. Order Cancellation

The Bank reserves its right to cancel the Order/ Service Level Agreement by giving a written notice of ninety (90) days which will be inclusive of a cure period of thirty (30) days before cancellation of the Order/Service Level Agreement, in event of one or more of the following situations, that have not occurred due to reasons solely and directly attributable to the Bank alone:

- i. The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.
- ii. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- iii. The bidder goes into liquidation voluntarily or otherwise.

- iv. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.
- v. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.
- vi. Non-compliance of the scope of the job.
- vii. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.
- viii. On the events of data piracy / privacy / system failures / security failures.
- ix. If deductions on account of liquidated damages exceed more than 10% of the total order price.

In case of cancellation of the Order/Service Level Agreement due to the above stated situations, the following consequences will entail:

- I) In case the selected bidder fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverable from alternate sources at the risk, cost and responsibility of the selected bidder with the capping of 125% of the original quoted cost for such deliverable as per commercial bid.
- II) If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days' notice for the same. In this event the bidder is bound to make good with the capping of 125% of the original quoted cost for such deliverable as per commercial bid, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.
- III) UCO Bank reserves the right to recover any dues payable by the bidder under the contract from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.
- IV) In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank, if bidder fail to return such payment within 30 days, then vendor have to be returned amount to the Bank with interest @ 15% per annum , further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the

cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.

- V) Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries exceeds 10% of the TCO.
- VI) In case of order cancellation Bank will notify selected bidder with 90 days' notice period inclusive of 30 days cure period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will become absolute.

25. Indemnity

Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- a) an act or omission of the service provider and /or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or
- b) material breach of any of the terms of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the service provider under this RFP; and/or,
- c) Bank's authorized/ bona-fide use of the deliverables and/or the services provided by the service provider under this RFP; and/or
- d) Infringement of any patent, trademarks, copyrights etc. Or such other statutory infringements in respect of all components provided to fulfill the scope of this project.

Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, solely attributable, due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,

- i. the Bank notify the vendor in writing immediately on becoming aware of such claim,

- ii. the Vendor has sole control of defence and all related settlement negotiations,
- iii. the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and
- iv. The Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court.

It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.

The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the vendor with applicable Laws / Governmental Requirements, IP infringement ;
- Negligence or gross misconduct attributable to the Vendor, its employees, and agents
- Breach of any terms of RFP, Representation or Warranty
- Act or omission in performance of service.

Further,

- i. Vendor's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.
- ii. Vendor's liability in case of claims against the Bank resulting from Wilful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- iii. Bank shall not be held liable for any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the RFP.
- iv. Under no circumstances bank shall be liable to the selected Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if UCO Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

- v. Subject to any law to the contrary, and to the maximum extent permitted by law Bank shall not be liable to vendor for any consequential/ incidental, or indirect damages arising out of this agreement.

Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
The vendor shall not indemnify the Bank for

- i. Any loss of profits, revenue, contracts, or anticipated savings or
- ii. Any consequential or indirect loss or damage however caused,

provided that indemnity would cover damages, loss or liabilities suffered by the Bank arising out of Claim made by Regulatory Authorities for reasons attributable to breach of services provided/ obligation under this document and by the Service Provider

26. Publicity

Any publicity by the selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank. The Bidder shall not make or allow making a public announcement or media release about any aspect of the Contract unless The Bank first gives the Bidder its prior written consent.

27. Privacy And Security Safeguards

The selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location. The Selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank Data and sensitive application software. The Selected bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location.

28. Technological Advancements

The Selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in

charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

29. Guarantees

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management for the RFP for Supply, Installation and Maintenance of Hardware, Operating Systems and Database Licenses for various Projects/Applications. All hardware and software must be supplied with their original and complete printed documentation.

30. Exit Option and Contract Re-Negotiation

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
- Delay in offering;
- Delay in commissioning project beyond the specified period;
- Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- Serious discrepancy in project noticed during the testing;
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- Serious discrepancy in completion of project.
- Serious discrepancy in maintenance of project.

Bank shall notify selected bidder with 90 days' notice period inclusive of 30 days cure period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will become absolute.

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Selected Bidder.

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favourable terms in the industry, and secondly, The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.

The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Selected Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management. However, during transitioning period payment will be made to vendor as per payment terms.

31. Termination

UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving **90 (ninety) days' prior notice in writing inclusive of 30 days cure period** and recover damages, costs and expenses etc., incurred by Bank under the following circumstances:

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.
- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc., applicable to the bidder under performance of the RFP.

- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f) Deductions on account of liquidated damages exceed more than 10% of the total work order.
- g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- i) UCO BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

32. Termination for Insolvency

The Bank may at any time terminate the Contract by giving written notice **(90 days' notice period)** to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

33. Termination For Default

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract.

34. Termination For Convenience

The Bank may, by written notice for a period of ninety (90) days sent to the Vendor, terminate the Contract/Service Level Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for Bank's convenience, the extent to which the performance of work under the said Contract/Service Level Agreement is terminated and the date upon which such termination shall become effective.

In case of Termination for Default Bank will provide notice period of 90 days inclusion cure period of 30 days. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days' time the notice for cancellation will become absolute.

35. Consequences of Termination

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), UCO Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO Bank, the bidder herein shall be obliged to provide all such assistance to the next successor bidder or any other person as may be required and as UCO Bank may specify including training, where the successor(s) is a representative/personnel of UCO Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to UCO Bank under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

36. Signing Of Contract

The selected bidder(s) shall be required to enter into a service level agreement (SLA) with UCO Bank, within 15 days of the award of the Bid through a Letter of Empanelment or within such extended period as may be specified.

The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.

The selected bidder will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.

37. Technical Inspection And Performance Evaluation

UCO Bank reserves its right to carry out a technical inspection and performance evaluation (bench-marking) through its designated officers/auditors of the offered item(s). Bank may instruct bidders to make technical presentation at Bank's Head Office, Kolkata for the proposed solution / service. Bidders will have to make such presentation at their own cost.

38. Verification



UCO Bank reserves the right to verify any or all statements made by the vendor in the Bid document and to inspect the vendor's facilities, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.

39. Compliance With Applicable Laws of India

The selected bidder/consortium partner shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act,

Provident fund and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).

This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

The selected bidder confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

40. Dispute Resolution Mechanism

- a. The Bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
 - i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
 - ii. The matter will be referred for negotiation between Deputy General

Manager of The Bank / Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

- b. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- c. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- d. The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- e. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

41. Arbitration

All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation, with the selected bidder, or breach thereof shall be settled amicably. If, however, the

parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.

Work under the Contract shall be continued by the Selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due to payable by the Bank, to the Selected bidder shall be withheld on account of the on-going arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at KOLKATA, INDIA.

42. Applicable Law and Jurisdiction of Court

The Contract with the Selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).

43. Limitation of Liability

- i. For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total project cost/contract value.
- ii. Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss cause.
- iii. The limitations set forth in point no. 1 shall not apply with respect to:
 - a) claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.
 - b) damages occasioned by the gross negligence or willful misconduct of Service Provider.
 - c) damages occasioned by Service Provider for breach of confidentiality obligations.
 - d) Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project.

“Gross Negligence” means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.

“Wilful Misconduct” means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

44. Amendment(s) In the Contract / Service Level Agreement

There shall be no variation(s) in or modification(s) in the terms of the Contract/ Service Level Agreement save and except by a written mutual consent signed by both the Parties i.e. the Bank and Vendor. Bank shall have the discretion/liberty to give effect to any amendment, modification etc. in the Contract/Service Level Agreement, if so required by Bank, sequel to any amendment(s)/ modification(s) etc. in the applicable Laws/Statutes including but not limited to amendment(s)/ modification(s) etc. in the existing Guidelines/ Instructions issued/to be issued by any Regulatory Authority.

45. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any Applicable Law, and if the rights or obligations of the Parties under this Contract/ Service Level Agreement will not be materially and adversely affected thereby (a) such provision will be fully severable; (b) this Contract/Service Level Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never been comprised a part hereof; and (c) the remaining provisions of this Contract/ Service Level Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

(Tender offer forwarding letter)

Tender Reference No.: DIT/BPR & BTD/OA/3459/2020-21

Date: 01/03/2021

To,

**The Deputy General Manager (DIT, BPR & BTD)
UCO Bank, Head Office
Department of Information Technology,
5th Floor, 3 & 4 DD Block, Sector -1,
Salt Lake, Kolkata -700064**

Dear Sir,

Sub: Your RFP for “Selection of Vendor for Supply, Installation & Maintenance of 550 Barcode Based Self Service Passbook Printing” RFP Ref No. DIT/BPR & BTD/OA/3459/2020-21 Date: 01/03/2021

With reference to the above RFP, having examined and understood the instructions including all Annexures, terms and conditions forming part of the Bid, we hereby enclose our offer for and Supply, Installation & Maintenance of 550 Barcode Based Self Service Passbook Printing Kiosks, as mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the bank we undertake to commence Supply, Installation & Maintenance of 550 Barcode Based Self Service Passbook Printing Kiosks as per the terms & conditions of your purchase orders.

In the event of our selection by the bank for undertaking Supply, Installation & Maintenance of 550 Barcode Based Self Service Passbook Printing, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of seven years effective from the month of execution of Service Level Agreement in favour of UCO Bank.

We agree to abide by the terms and conditions of this tender offer till 180 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive.

We enclose the following Demand draft(s)/NEFT details & Bank Guarantee:

1. DD No./UTR No. _____ Dated _____ for Rs.10,000/- (Rupees Ten Thousand Only) as Cost of RFP Document.

Dated this day of 2021

Signature:

(In the Capacity of)

Duly authorized to sign the tender offer for and on behalf of



General Details of the Bidder**A. Profile of Bidder**

1. Name of bidder:
2. Location
Regd. Office:
Controlling Office:
3. Constitution:
4. Date of incorporation & date of commencement of business:
5. Major change in Management in last three years
6. Names of Banker /s
7. Name and details (designation and Phone no.) of Authorised Signatory:

B. Financial Position of Bidder for the last three financial years

	2017-18	2018-19	2019-20
Net Worth			
Turnover			
Net Profit (Profit After Tax)			

N.B. Enclose copies of Audited Balance Sheets along with enclosures**C. Proposed Service details in brief**

- **Description of service :**
- **Details of similar service provided to banks in India specifying the number of Banks and branches**
 - In PSU banks
 - In non-PSU banks

Details of Experience in implementation of similar orders:

Sl. No.	Name of Organisation	Model Purchased	No. Of Barcode Based Self Service Passbook Printing Kiosks Purchased	Period during which installed (last 3 Years)	
				From	To

N.B. Enclose copies of Purchase Orders and reference letters as references.**Place:****Date:****AUTHORISED SIGNATORY
Name:****Designation:**

(Letter to be submitted by the Manufacturer on firm's official letter head)

Manufacturer Authorisation Form (MAF)

To,

Deputy General Manager (DIT, BPR & BTD)

UCO Bank, Head Office,

Department of Information Technology

5th Floor, 3&4, DD Block, Sector-I

Salt Lake, Kolkata -700064

Dear Sir,

Ref: RFP for Selection of Vendor for Supply, Installation & Maintenance of 550 Barcode Based Self Service Passbook Printing" RFP Ref No. DIT/BPR & BTD/OA/3459/2020-21 Date: 01/03/2021

We (Name of the Manufacturer) who are established and reputable manufacturers of having factories at, and do hereby authorize M/s (Name and address of Bidder) who is the bidder submitting its bid pursuant to the Request for Proposal issued by UCO Bank on behalf, to submit a Bid and negotiate and conclude a contract with you for supply of equipment manufactured by us against the Request for Proposal received from your bank by the Bidder and we have duly authorised the Bidder for this purpose.

We hereby extend our guarantee/ warranty and AMC/ATS as per terms and conditions of the RFP Noand the contract for the equipment and services offered for supply against this RFP No..... By the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No..... In respect of such equipment and services. We undertake to provide back-to-back support for spare and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as AMC/ATS period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours Faithfully

Authorised Signatory

(Name:

Phone No..... Fax.....E_mail.....)

(This letter should be on the letterhead of the Manufacturer duly signed by an authorized signatory)

Format of Bid Security Declaration

To,

**Deputy General Manager (DIT, BPR & BTB)
UCO Bank, Head Office,
Department of Information Technology
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Dear Sir,

Ref: RFP for Selection of Vendor for Supply, Installation & Maintenance of 550 Barcode Based Self Service Passbook Printing” RFP Ref No. DIT/BPR & BTB/OA/3459/2020-21 Date: 01/03/2021

Sir,

I/We,..... (Authorised Signatory of the Bidder) submitted by the undersigned on behalf of the Bidder (Name of the Bidder), either Sole or in Joint Venture, do hereby declare and accept the following:

- (A) I/We understand according to your conditions, the bid must be supported by a Bid-Securing Declaration.
- (B) I/We accept that (Name of the Bidder) will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Bank for the period of 2 years starting from the date of submission of the bid, if I/We are in breach of our obligation(s) under the Bid conditions, enumerated as under:
- 1) if I/We withdraw the Bid during the period of validity i.e. 180 days from the Bid due date; or
 - 2) if I/We is/are awarded the Contract and fail to sign the Contract; or
 - 3) if I/We fail to submit an unconditional and irrevocable performance security before the deadline defined in the request for bid documents; or
 - 4) if I/We make any statement or enclose any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or
 - 5) if I/We fail to submit the requisite documents as per the tender specification; or

6) if I/We violate any of the provisions of the terms and conditions of this tender specification.

(C) We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder or (ii) 30 days after the expiration of our Bid.

Signature of the person:

(Duly authorized to sign the Bid on behalf of the Bidder)

Official Seal:

Name of the Bidder*

Name of the person **

Designation of the person signing the Bid
named above

Dated onthis day of(mention the month),..... (mention the year)
P.S.

(1) * In the case the Bid is submitted by an Entity (viz., Partnership Firm, LLP, Company, Joint Venture), specify the name of the Entity as the Bidder.

(2) ** The Person signing the Bid shall have the Power of Attorney given by the Bidder to execute the documents on behalf of the Bidder.

PROFORMA FOR PERFORMANCE BANK GUARANTEE
(To be stamped in accordance with the stamp act)

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt **M/s** _____, a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the selected bidder company) (hereinafter called "the said SELECTED BIDDER") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no.dated..... issued to the Selected bidder and an Agreement to be made between UCO Bank and the Selected bidder for a period of In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said SELECTED BIDDER of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees.....Only).We,.....[indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of [SELECTED BIDDER] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said SELECTED BIDDER of any of the terms or conditions contained in the said Agreement.
2. We [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said SELECTED BIDDER of any of the terms or conditions contained in the said Agreement or by reason of the SELECTED BIDDER'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the SELECTED BIDDER in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond

shall be a valid discharge of our liability for payment there under and the SELECTED BIDDER for payment there under and the SELECTED BIDDER shall have no claim against us for making such payment.

4. We,[indicate the name of the Bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said SELECTED BIDDER and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.
5. We [indicate the name of Bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said SELECTED BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said SELECTED BIDDER and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said SELECTED BIDDER or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said SELECTED BIDDER or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the SELECTED BIDDER.
7. We, [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) Only.
- b. This Bank Guarantee shall be valid uptoand
- c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or

before(date of expiry of Guarantee including claim period).

8. Dated the day of for [indicate the name of Bank]

Yours' faithfully,

For and on behalf of

_____ Bank

Authorised Official

NOTE:

1. Selected bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.



Undertaking by the bidder
(To be included in Technical & Commercial Bid Envelope)

To,

**Deputy General Manager (DIT, BPR & BTB)
UCO Bank, Head Office,
Department of Information Technology
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Dear Sir,

**Ref:RFP for Selection of Vendor for Supply, Installation & Maintenance of 550
Barcode Based Self Service Passbook Printing" RFP Ref No. DIT/BPR &
BTB/OA/3459/2020-21 Date: 01/03/2021**

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with.

We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents.

Dated this ____ day of _____ 2021

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Undertaking for Non-Blacklisting / Non-Debarment of the bidder

To,
The Deputy General Manager (DIT, BPR & BTD)
UCO Bank, Head Office
Department of Information Technology,
5th Floor, 3 & 4 DD Block, Sector -1,
Salt Lake, Kolkata -700064

Dear Sir(s),

Ref: RFP for Selection of Vendor for Supply, Installation & Maintenance of 550 Barcode Based Self Service Passbook Printing” RFP Ref No. DIT/BPR & BTD/OA/3459/2020-21 Date: 01/03/2021

- 1) I/We, Proprietor/Partner(s)/Director(s) of M/s..... hereby confirm that I/We have read and understood the eligibility criteria and fulfil the same.
- 2) I/We further confirm that all the information furnished by me/us, as per the requirement of the Bank, have been included in our bid.
- 3) I/We further hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- 4) *I/We further hereby declare that I/We have not been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory Authority or any other Statutory Authority as on date of the publication of this Tender/Procurement.

(OR)

I/We further hereby declare that the Proprietorship Concern/Partnership Firm/Company/..... (if any other entity) namely M/s was blacklisted/debarred by.....(Name of the Authority who blacklisted/debarred) from taking part in their Tender/Procurement for a period ofyears w.e.f.to..... The period is subsisting/over on.....and now I/We is/are entitled to take part in Tender/Procurement.

- 5) I/We declare that no proceedings/inquiries/investigations have commenced/pending against me/us by any Statutory Authority/Regulatory Agency/Investigating Agency which may result in liquidation of company/ firm/proprietorship concern and/or may act as deterrent on the continuity of

business and/or may hamper in providing the said services, as envisaged in this document.

- 6) I/We further hereby declare that no legal action is pending against me/us for any cause in any legal jurisdiction.
- 7) I/We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within the stipulated time.

***Strike out which is inapplicable.**

Deviation to the above if any, the Bidder must provide details of such action(s)

Signature (1) (2)

(duly authorised to sign)

Name:.....

Capacity in which as executed:.....

Name & registered address of the Bidder:.....

Seal of the Bidder to be affixed



Undertaking to abide by all By-Laws / Rules / Regulations
(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

**The Deputy General Manager (DIT, BPR & BTB),
UCO Bank, Head Office – II
Department of Information Technology,
5th Floor, 3 & 4 DD Block, Sector – 1
Salt Lake, Kolkata – 700064**

Sub:Declaration-Cum-Undertaking regarding compliance with all statutory requirements

In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref No. DIT/BPR & BTB/OA/3459/2020-21 Date: 01.03.2021 including all annexure, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the annexures of the said RFP.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

Dated this _____ day of _____, 20 _____.
Place:

For M/s.

.....

[Seal and Signature(s) of the Authorised Signatory (s)]

Undertaking Letter on the vendor's letterhead for Central Minimum Wages Act & Labour Laws

To,
Deputy General Manager (DIT, BPR & BTB)
UCO Bank, Head Office
Department of Information Technology
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

Ref: RFP for Selection of Vendor for Supply, Installation & Maintenance of 550 Barcode Based Self Service Passbook Printing Kiosks (RFP Ref No. DIT/BPR & BTB/OA/3459/2020-21 Date: 01/03/2021)

Further to our proposal dated in response to the Request for Proposal Selection of Vendor for Supply, Installation & Maintenance of 550 Barcode Based Self Service Passbook Printing Kiosks (Bank's tender No..... herein referred to as RFP) issued by Bank, we hereby covenant, warranty and confirm as follows:

In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed as part of this solution must comply with government's rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

(Proof of compliance and labour license needs to be submitted along with the quotation)

Yours faithfully,

Authorised Signatory
Designation
Bidder's corporate name
Place:
Date:

Undertaking Letter on the vendor's letterhead for GST Law

To,
The Deputy General Manager,
DIT, BPR & BTB,
Bank, Head Office,
5th Floor, 3&4, DD Block, Sector-I,
Salt Lake, Kolkata -700064.

Dear Sir,

**Sub:RFP for Selection of Vendor for Supply, Installation & Maintenance of 550
Barcode Based Self Service Passbook Printing Kiosks (RFP Ref No. DIT/BPR &
BTB/OA/3459/2020-21 Date: 01/03/2021)**

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

We, the bidder M/s, hereby agree to comply with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Undertaking for Price Validity & Acceptance of all terms & conditions of RFP

To
The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064.

Dear Sir,

Sub: RFP for Selection of Vendor for Supply, Installation & Maintenance of 550 Barcode Based Self Service Passbook Printing Kiosks (RFP Ref No. DIT/BPR & BTD/OA/3459/2020-21 Date: 01/03/2021)

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work order.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

Undertaking for No Deviation

**To
The Deputy General Manager
DIT, BPR & BTB
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064.**

Dear Sir,

**Sub: RFP for Selection of Vendor for Supply, Installation & Maintenance of 550
Barcode Based Self Service Passbook Printing Kiosks (RFP Ref No. DIT/BPR &
BTB/OA/3459/2020-21 Date: 01/03/2021)**

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "**RFP**") issued by Bank, we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

We undertake to execute Deed of Indemnity, Non-disclosure Agreement & provide Performance Bank Guarantee as per the annexure enclosed in the RFP, in case of emergence as a successful bidder.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Annexure – XIV

Certificate from Chartered Accountant (signed & stamped) showing company's financial position in last 3 years (annual turnover, profit / loss, networth etc.)

	2017-18	2018-19	2019-20
Turnover			
Profit / Loss			
Networth			



Format of Pre-Bid Queries to be submitted by the Bidder(s)

To be e-mailed in .doc format

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

SI No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/Suggestions of the Bidder

यूको बैंक  UCO BANK

PRE CONTRACT INTEGRITY PACT

(To be stamped as per the Stamp Law of the Respective State)

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to procure for Supply, Installation & Maintenance of 550 Barcode Based Self Service Passbook Printing Kiosks hereinafter referred to as Stores and / or Services.

And

M/s_____ represented by_____ Authorized signatory, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/ /partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as —Party or collectively as the —parties, as the context may require.

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of Upgradation from Windows 7 to Windows 10 -Procurement of Windows 10 Enterprise E3 Licenses with implementation and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

- (i)** No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (ii)** The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii)** The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5. Commitments of the Bidder(s) /Seller(s):

5.1 The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i)** The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii)** The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

5.2 The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

5.3 The Bidder(s) /Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

5.4 Agents / Agency Commission

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for

Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

- 6.1** The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.
- 6.2** If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

- 8.1** If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:
- (i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
 - (ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
 - (iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
 - (iv) To encash Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.
- a. If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

- 9.1** If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.
- 9.2** If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

10. Independent External Monitor(s)

- 10.1** The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).
- 10.2** As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.
- 10.3** The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.
- 10.4** If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
- 10.5** If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.
- 10.6** The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.
- 10.7** The word "Monitor" would include both singular and plural.

11. Law and Place of Jurisdiction

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Kolkata, India.

12. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

13. Integrity Pact Duration.

- 13.1** This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 13.2** If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank .
- 13.3** Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. Other Provisions

- 14.1** Changes and supplements need to be made in writing. Side agreements have not been made.
- 14.2** The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.
- 14.3** In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.
- 14.4** Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.
- 15.** This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
- 16.** In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
- 17.** The Parties here by sign this Integrity Pact.

BUYER

Signature:

Authorized Signatory

Department of IT

Place:

Date:

Witness:

(Name & Address)

BIDDER /SELLER

Signature:

Authorized Signatory

Witness:

(Name & Address)

NON-DISCLOSURE AGREEMENT

(To be executed on non-judicial stamp paper of requisite value)

This Non-Disclosure Agreement is entered into on this day of..... 2021

BETWEEN

UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 hereinafter referred to as "**the Bank**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) **of the FIRST PART/ DISCLOSING PARTY**

AND

.....
..... (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**

(Each of Bank and the vendor is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

WHEREAS the Vendor/Receiving Party is inter alia engaged for Supply, Installation & Maintenance of 550 Barcode Based Self Service Passbook Printing Kiosks as per the terms and conditions specified in the RFP Ref No. DIT/BPR&BTD/OA/3459/2020-21 Date: 01.03.2021. The Vendor/Receiving Party would be the single point of contact for this project.

WHEREAS Bank/Disclosing Party is inter alia engaged in the business of Banking; and

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for Supply, Installation & Maintenance of 550 Barcode Based Self Service Passbook Printing Kiosks.

WHEREAS the Parties recognize that each other's business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party's business, impair a Party's investments and goodwill, and jeopardize a Party's relationship with a Party's clients and customers; and

WHEREAS in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

NOW THEREFORE the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

1. Confidential Information. "**Confidential Information**" shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

2. Use of Confidential Information. The Vendor/Receiving Party agrees not to use the Bank/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

3. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "**Receiving Party**") shall, for contract period of Three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

(a) Restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and

(b) Advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.

(c) Use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

4. Exclusions. The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:

(a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;

(b) is or becomes publicly known through no unauthorized act of the Receiving Party;

(c) is rightfully received from a third Party without restriction and without breach of this Agreement;

(d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;

(e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;

(f) is approved for release by written authorization of the Disclosing Party; or

(g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

5. Return of Confidential Information. All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

6. Ownership of Information. The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

7. No License Granted. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be

construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

9. **Breach.** In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within 30 days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

9. Arbitration and Equitable Relief.

(a) Arbitration. The Parties shall endeavor to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder from time to time. The arbitration shall be held at city of Head Office of member Bank. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

(b) Equitable Remedies. The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/lack of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

- i) To obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
- ii) To specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

(c) Legal Expenses: If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

(d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.

10. Term. This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).

11. No Formal Business Obligations. This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

12. General Provisions.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of India.

(b) Severability. If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

(c) Successors and Assigns. This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

(d) Headings. All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

(e) Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this

Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

(f) Jurisdiction of Court: All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts at City of Head office of Individual member Bank in India.

(g) Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and _____ (the selected vendor)

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

For and on behalf of

.....

Signature: _____

Name: _____

Designation: _____

Date: _____

For and on behalf of

.....

(the selected bidder)

Signature: _____

Name: _____

Designation: _____

Date: _____



PROFORMA FOR DEED OF INDEMNITY

(To be stamped as per the Stamp Law of the Respective State)

This Deed of Indemnity executed at On the _____ day of _____ by M/s _____ (hereinafter referred to as "the Obligor" which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

UCO Bank a body corporate constituted under the Banking Companies (Acquisition and transfer of undertakings) Act, 1970, having its Head Office at No. 10, BTM Sarani, Kolkata-700001 (hereinafter referred to as "UCO Bank", which expression unless expressly excluded or repugnant to the context shall also include its successor, assigns, attorneys, agents, representatives, authorized officer and all and any such officer having the power and authority to represent the Bank)

WHEREAS

1. The Obligor has
 - A. offered to provide solution for Supply, Installation and Maintenance 550 Barcode Based Self Service Passbook Printing Kiosk s with the specifications as prescribed in the Agreement / Contract dated _____ during the period of five year from the date of acceptance of the purchase orders issued by the Bank from time to time. The Supply of solution by the obligor is herein after referred to as "**Supply**".
 - B. Agreed to install and provide comprehensive maintenance for the Equipments, material used and workmanship by them in terms of the Agreement / Contract dated _____ and respective Purchase Orders issued from time to time during the warranty period of 36 months and during the post warranty period if required at the discretion of UCO BANK. (The installation and maintenance are herein after collectively referred to as "**Service/s**").
 - C. Represented and warranted that they have all permissions, consents, and approvals from all authorities, both regulatory and non-regulatory, for providing solution for Supply, Installation and Maintenance 550 Barcode Based Self Service Passbook Printing Kiosks and provide other Service/s to UCO BANK.
 - D. Represented and warranted that the aforesaid supply/services offered to UCO BANK do not violate any provisions of the applicable laws, regulations or

guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of UCO BANK.

- E. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract/ Agreement with UCO BANK.
2. UCO BANK, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to Supply, Installation and Maintenance 550 Barcode Based Self Service Passbook Printing Kiosks with the specifications contained in its Agreement/Contract dated _____ with the Obligor;
3. One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favor of UCO BANK indemnifying the latter against any claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to UCO BANK as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.
4. In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of UCO BANK as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

In consideration of UCO BANK having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Agreement/Contract, the Obligor do hereby agree and undertake that:-

- (1) the Obligor shall, at all times hereinafter, save and keep harmless and indemnified UCO BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against UCO BANK by whomsoever and all losses, damages, costs, charges and expenses that UCO BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from

the environmental damages, if any, which may occur during the contract period.

- (2) The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
- (3) The Obligor further agrees to provide complete documentation of all Equipments/accessories/and other software, they are having. The Obligor shall also indemnify and keep indemnified UCO BANK against any levies/penalties/claims/demands, litigations, suits, actions, judgments, in this regard.
- (4) If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
- (5) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO BANK or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.
- (6) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to UCO BANK).
- (7) This indemnity shall survive the aforesaid Agreement.
- (8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.
- (9) This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Kolkata. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be

conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

(10) UCO BANK may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of UCO BANK

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of (_____)

By the hand of (_____) the authorized official of the Obligor)



Application Integrity Statement

(To be submitted in the Company Letter Head with technical Bid)

We undertake, that application supplied for Supply, Installation & Maintenance of 550 Barcode Based Self Service Passbook Printing Kiosk and other applications provided to Bank as per the scope of this RFP is free of malware, free of any obvious bugs, and free of any covert channels in the code.

Authorized signatory

Name:

Designation:

Place:

Date:



(TO BE PROVIDED ON Rs.100/- STAMP PAPER)

Self-Certificate for Local Content

Date: __/__/____

I.....S/o, D/o, W/o.....resident of.....do hereby solemnly affirm and declare as under:

- 1) That I will agree to abide by the terms and conditions mentioned in the tender specification issued vide ref. no.....dated.....
- 2) That the information furnished hereinafter is correct to the best of my knowledge and belief and that I undertake to produce the relevant records before to any authority nominated by UCO Bank for the purpose of assessing the Local Content.
- 3) That the Local Content for all inputs which constitute the Goods (mention the procurement) has been verified by me and that I am responsible for the correctness and accuracy of the claims made therein.
- 4) That in the event of the Local Content mentioned herein is found to be incorrect and not meeting the prescribed norms of Local Content, based on the assessment of an authority so nominated by UCO Bank and that I will be liable as under Clause 9(f) of Public Procurement (Preference to Make in India) Order 2017, as amended.
- 5) That I agree to maintain all the information regarding my claim for Local Content in our records and that I shall make the requisite information available to UCO Bank as and when required.
- 6) That *I (name of Manufacturer) do hereby confirm in respect of quoted item(s) that the Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', I am eligible for Purchase Preference under 'Make in India' Policy vide Government of India Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide Orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

OR

That *I (name of Manufacturer) do hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.

7) That I submit as under:

Name & Details of the Local Supplier (Regd. Office, Manufacturing Unit, Location, Nature of legal entity)	
Date on which this Certificate was issued	
Product for which the Certificate is issued	
Procuring Agency to whom the Certificate is furnished	
Percentage of Local Content claimed	
Name & details of the unit of the Manufacturer	
Sale Price of the Product	
Ex-Factory Price of the Product	
Freight, Insurance and handling	
Total bill of Material	
List & Total cost value of inputs used manufacture of the proposed Goods	
List & Total cost value of inputs which are locally sourced (Attach Certificates of Local Content from Local Suppliers, if the input is not in-house)	
List and cost of inputs which are imported (directly or indirectly)	
Any other information	

8) That the details of the location(s) at which the local value addition made is/are as under:

Sl. No.	Product Details	Name of Place

For & on behalf of

Signature of the Authorised Signatory of the Bidder (insert name, designation & contact number)

Official Seal of the Bidder

Date:

* **Strike out whichever is not applicable**

Restriction on Procurement due to National Security

This Certificate should be submitted on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory

To,

Deputy General Manager
DIT, BPR & BTB
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Dear Sir,

**Ref:RFP for Selection of Vendor Upgradation from Windows 7 to Windows 10 -
Procurement of Windows 10 Enterprise E3 Licenses RFP Ref No. DIT/BPR &
BTB/OA/3459/2020-21 Date: 01/03/2021**

1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."
2. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; / certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

Yours Faithfully,

Authorised Signatory,

Name:

Designation:

Vendors Corporate Name:

Address:

Email:

Contact No.

ELIGIBILITY COMPLIANCE

Sl No.	Criteria	Proof of documents to be submitted	Compliance (Y/N)
1	<p>Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date.</p> <p>Companies registered as MSME Entrepreneur & still categorized as MSME as on bid submission date.</p> <p>Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India.</p>	<ol style="list-style-type: none"> 1. Certificate of Incorporation issued by Registrar of Companies 2. Copies of Memorandum of Association 3. Copies of Articles of Association 4. Shareholding pattern 5. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid. <p>Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.</p> <p>An Undertaking to be submitted in this regard.</p>	
2	<p>The bidder should be an OEM / OSD or their authorized representative in India. In case OEM / OSD participates in the tender process directly, authorized representative will not be permitted to participate in the same tender process.</p>	<p>In case bidder is an OEM/OSD: Undertaking from the OEM / OSD mentioning a clause that OEM / OSD will provide support services during warranty period if the bidder authorized by them fails to perform.</p> <p>In case of an authorized representative: A letter of authorization (MAF) / OSD Authorization Form from original manufacturer / solution developer must be furnished in original duly signed & stamped (As per Annexure – III).</p>	
3	<p>The bidder submitting the offer should have minimum turnover of Rupees 20 Crores for the last three financial years i.e. 2017-18, 2018-19,</p>	<p>Copy of the audited balance sheet and certificate from the</p>	

	2019-20. This must be the individual company turnover and not of any group of companies.	Chartered Accountant of the company showing profit, net worth and turnover of the company for the consecutive last three financial years i.e. 2017-18, 2018-19 & 2019-20 should be submitted.	
4	The bidder submitting the offer should have net profit in each of the last three Financial years i.e., 2017-18, 2018-19 & 2019-20.		
5	Bidder should have executed the total order for at least 400 Barcode Based Self Service Passbook Printing Kiosks in each of the two Scheduled commercial Banks in India during the last three years collectively from the date of publication of this RFP. The order may be multiple but of a single Scheduled commercial Bank.	Copy of purchase order and reference letter/Certificates mentioning number of kiosks installed under the referred PO issued by organization evidencing the experience in Supply, Installation and Maintenance of at least 400 Barcode Based Self Service Passbook Printing Kiosk and services are satisfactory. Such documents should be in the name of the Bidder only.	
6	At least 200 kiosks of same make & model should be running in at least one Scheduled Commercial Bank in India in last two years. The order may be multiple but of a single Scheduled commercial Bank.	Copy of purchase order and reference letter/Certificates mentioning make, model & number of kiosks installed under the referred PO issued by organization evidencing the experience in Supply, Installation and Maintenance of at least 200 Barcode Based Self Service Passbook Printing Kiosk and services are satisfactory.	
7	The bidder should have its presence across the country (at Bank's Zonal Office locations as per Annexure - XXIV) either its own office or it should have tie-up arrangement with other agencies for support.	The detailed list of the office addresses (at our 42 Zonal Office locations) along with Name & contact details to be submitted on company letter head. In case of tie-up arrangement name of the partner should be mentioned.	
8	Bidder should not have been black-listed by any bank / institution in India. An undertaking to this effect must be submitted in their letter head.	Undertaking is to be Submitted as per Annexure-VII.	

9	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Undertaking is to be Submitted as per Annexure-VII.	
---	--	---	--

Note: In this tender process authorized representative / distributor / dealer in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.

The service provider must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the service provider.

Technical Specification

All the solutions sought in technical specification must be provided as end-to-end solution.

S.N.	Feature & Technical Specifications	Compliance (Y/N)
1.	Kiosk Properties	
1.1	Exterior: Height- 4'6" – 5'6" feet, Width- Max 2'6" feet, Depth- 2'6" feet	
1.2	Passbook Printer: Height from base 2'9"-3'6" feet	
1.3	Key Board and Mouse for maintenance purposes and the same are to be placed inside the Kiosks or as decided by the Bank.	
1.4	Mounting Type - Floor Mounted	
1.5	Mobility: Plug and Play	
1.6	Wake on LAN, Audio line out, Line in, Speaker(external)	
1.7	Sheet Metal - IS513 Draw Material or equivalent to 1.6mm	
1.8	Powder coated	
1.9	Anti Static	
1.10	Provision to bolt the Kiosk to Floor.	
1.11	Strong Mechanical Key lock	
2.	CPU	
2.1	Intel based system- Intel i3, 5th generation(minimum) or above, 3.10 GHz or above running on Linux or Windows 10 or above	
2.2	1X500 GB HDD (seagate/samsung or equivalent),	
2.3	4 GB DDR3 RAM (Micron/ Samsung/ Hynix or equivalent)	
2.4	External interface: minimum 4 USB ports, 10/100 mbps Ethernet card and audio port, Inbuilt SMPS to work on 230V 50 MHz power supply or external adapter ROHS certified, Mouse and Keyboard.	
3.	Operating System	
3.1	The operating system on Kiosk should be GUI based (TC/IP enabled) and supported by OS Provider.	
3.2	Operating System should be Linux or Windows 10 or above, capable of multitasking real time operations.	
3.3	OS should be hardened to allow only few applications to run on kiosk (provided by bank) and restrict all other applications	
3.4	IPv6 compliance	
4.	Touch Screen	
4.1	Size:15" minimum	
4.2	Type: Capacitive/SAW	
4.3	Material :Pure Glass	
4.4	Touch-Screen Resolution: 4096 touch points per axis within the calibrated area or higher.	
4.5	Antiglare Surface : 6:1 minimum	

S.N.	Feature & Technical Specifications	Compliance (Y/N)
4.6	Light Transmission :>90%	
4.7	Accuracy: Less than +1% error within the active area.	
4.8	Response time : < 16 ms	
4.9	Endurance: Scratch resistant (must withstand more than 50,000,000 touches in one location without failure)	
4.10	Impact Resistant :meets GB9633-1988 and UL-60950-1 steel ball test or equivalent	
4.11	Operating Temperature : -5°C to 50°C	
5.	Passbook Printer with Integrated Bar Code Scanners	
5.1	Passbook printer with integrated barcode scanner including the required serial/parallel/USB ports to meet RFP requirement. It should not be an inbuilt or fabricated scanner. The make of Passbook Printer and Barcode scanner should be same.	
5.2	Any change in passbook design /printing format in future should be supported	
5.3	Font type and size should be as per the directions of the Bank, regulatory authority/RBI from time to time.	
5.4	Print speeds up to 480 cps or higher	
5.5	Print Head Life of minimum 400 million characters	
5.6	method 24 pin, impact dot matrix	
5.7	Print direction: Bi-direction with logic seeking	
5.8	Columns : 94 (10 cpi)	
5.9	Standard Integrated Passbook Printers include brands like Olivetti / Epson etc. of latest version with capacity of at least 3 mm.	
5.10	Standard Printer Cartridge / Ink, at least One number shall be provided	
5.11	Barcode Scanner to be provided for automatic capture of data from the barcode presented by the Consumer.	
	Security	
	Operating system to be hardened	
	Hard disk to be encrypted	
	BIOS password should be enabled	
	Autorun Facility to be disabled	
	USB port to be disabled	
	Application Whitelisting	
	Anti-virus Should be installed and updated periodically	
	Barcode Specification	
5.12	Should be capable of operating in Auto Trigger Mode for hands free operation and reads barcodes of all popular symbologies, including Code 128, with up to 36 Characters (Account No. should be populated as per CBS pattern which is presently 14 Digit)	
	Resolution: Minimum 203 DPI(dots per inch)	
	Print method: Thermal transfer	
	Processor: 32 bit RISC	
	Print Speed: Min.4 IPS(inches per second)	

S.N.	Feature & Technical Specifications	Compliance (Y/N)
	Print length: Maximum print length 990mm (39inches)	
	Print Width: Maximum 104 mm	
	Label roll Size: Maximum Diameter-130 mm	
	Label Size: 60 mm(L) x 25 mm (W)	
	Memory : Min.8MB DRAM Min.2MB Flash ROM	
	Interface : Parallel/USB along with necessary software	
	Other requirements: Bidder should ensure that the Printer is compatible with the offered Self Service Passbook Printing Kiosks and Self Service Passbook Printing Kiosk being used by UCO Bank.	
6.	Cabinet	
6.1	The cabinet must house all the components of the kiosk and must be ergonomically designed. Please Specify dimension (Height, Width & Breadth) in millimeter. Bank will Prefer compact design.	
6.2	All devices must be optimally located and secured, with easy serviceability.	
6.3	The Collection box must be made secure with password operated lock.	
7.	Networking	
7.1	Should have capability to connect to any type of network switch.	
8.	Application Software	
8.1	The Application Software must be developed capable of generating ISO8583 format for integration with CBS/ATM Switch (With existing version and above).It should also be capable of Integration with Finacle through API/Web Service Whereever needed.	
8.2	Will maintain log of all transactions between kiosks and Finacle.	
8.3	Capable of remotely managing the kiosk transactions.	
8.4	Component level health monitoring like Printer & Consumables in the PBK	
8.5	Remote loading of Patch as and when needed like anti-virus updates	
8.6	Web based Central Office application with admin, supervisor rights.	
8.7	Remote loading of Patch as and when needed like anti-virus updates	
8.8	Web based Central Office application with admin, supervisor rights.	
8.9	Encryption at network communication level	
8.10	Encryption in Barcoding	
8.11	Centralized solution to check configuration of Kiosks (like Mac ID, IP address).	
8.12	The Kiosk shall be capable of connecting to the central location for remote management for Health Monitoring of the KIOSK. The Kiosk should have provision to get	

S.N.	Feature & Technical Specifications	Compliance (Y/N)
	connected to a central server. The bidder shall provide the Monitoring Solution for the KIOSKs including centralized patch management and Software Up gradation without any additional cost to the Bank.	
8.13	Switch to preventive maintenance mode when preventive maintenance is being done which will be captured and monitored through Health Dashboard	
	The Self Service Passbook printer should be integrated as a single unit having a kiosk look. The integration should have the capability of capturing client machine level logs as well as centralized log monitoring system.	
9.	The message formats exchanged should follow standard ISO 8583 process code. The solution to be implemented must adhere to ISO 8583 message standards and bidder should integrate the solution with Finacle Host System	
10.	Customer should not have any access to the system except the options available for passbook updation for customers. User can interact through touch screen/hard buttons, track ball or any available other medium.	
11.	Must have audio visual guidance to help users along with visually challenged customers to use printer with multilingual capability. Language option as per requirement of bank in accordance to the place of installation.	
12.	Screen should be customizable as per requirement of Bank at no additional cost.	
13.	Should have Line/Page Recognition Function, page and line sensing, Passbook Printer for passbook update	
14.	Should have the capability to have connectivity to Host Software. i.e. Finacle 7.0.25 or higher version.	
15.	Standard Interface can fetch maximum 20 transactions at a time. If numbers of transactions are more than 20 then same process must be called recursively with Barcode authentication at each call.	
16.	Must have options to generate following reports on a daily / monthly basis <ul style="list-style-type: none"> ➤ Number of hits during specified time. ➤ Down time and up time of system 	
17.	Each record of passbook must contains following columns: <ul style="list-style-type: none"> ➤ Date of transaction ➤ Particular of transaction ➤ Debit amount ➤ Credit amount ➤ Balance amount Length of fields will be shared by the Bank, as and when required.	
18.	Should display appropriate error messages in user understandable language.	

S.N.	Feature & Technical Specifications	Compliance (Y/N)
19.	Proper error message should be displayed if account no. does not exist or not valid.	
20.	Ability to support horizontal/vertical type pass books	
21.	Ability to support virtual keyboard (Touch Screen)	
22.	Should have capability to connect to any type of network switch	
23.	Weather (India Weather Conditions) & Vandal proof & Indian usability conditions.	
24.	Support input voltage of 230V AC / 50Hz +- 5% variation	
25.	Passbook must have following features: At the time of issuance of new passbook, following details of customer should be printed on first page of passbook: <ul style="list-style-type: none"> ➤ Branch name ➤ IFSC code ➤ Account number & Account holder name ➤ Address of account holder (separated as address1 & address2) ➤ Date of account opening & Passbook issuance date 	
26.	At the time of issuance of new passbook, the customer details present should be printed on 1st page of the Passbook.	



Commercial Bid Template

A.COMMERCIAL BID TEMPLATE**(Amount in Rs.)**

SL. No.	Description	Qty. (A)	Unit Price (B)	GST% (C)	GST Amount (D)	Total = A*(B+D)
1	Barcode Based Self Service Passbook Printing Kiosk with inbuilt Barcode Reader (with three year warranty) as per the technical & functional specifications given in the RFP.	550				
2	Barcode Printer (with three years warranty) as per technical Specification mentioned in RFP.	550				
3	AMC for Barcode Based Self Service Passbook Printing Kiosk 4 th & 5 th year (after warranty period of 3 year)	550				
4	AMC for Barcode code Printer for 4 th & 5 th year (after warranty period of 3 year)	550				
5	Cost for Middleware & remote Monitoring system (including required applications, Web interface & database & required licenses) (with 3 year warranty)	1				
6	AMC for Middleware & remote Monitoring system for 4 th & 5 th years (including required applications, Web interface & database & required licenses) (after warranty period of 3 year)	1				
7	1000 Barcode label and requisite cartridge for Printing	550				
8	Total Cost of ownership(A) (Sr. No. 1 to 7)					
9	TOTAL COST OF OWNERSHIP(A) (IN WORDS)					

**** Quantity mentioned is indicative only and actual requirement may vary requirement of the Bank at the time of deployment.**

Place.
Date.

AUTHORISED SIGNATORY
Name & Designation:

Note:

1. The calculation for arriving at TCO is properly mentioned in the appropriate columns and we confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same and it will be binding upon our company.
2. If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the Bank without any cost.
3. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
4. We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
5. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
6. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
7. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
8. In case of any discrepancy between figures and words, the amount in words shall prevail.
9. Please note that any Commercial offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
10. All prices should be quoted in (INR) only.
11. The TCO (Total cost of ownership) will be inclusive of GST and other applicable taxes. However the GST and other applicable taxes will be paid as per actuals.
12. Further Bank may go for Reverse Bidding process on TCO Basis for arriving at final L1 price, if required. In such case, detailed modality of Reverse auction (including base price etc.) shall be informed to all technically qualified bidders.

Place:
Date:

AUTHORISED SIGNATORY
Name:
Designation:

BILL OF MATERIAL AND PRICE SCHEDULE

(To be submitted with technical Bid)

Sl. No.	Description	Unit	Make	Model	Specification	Additional Information
1						
2						
3						
4						
5						
6						

Note- BBSSPBPK's and Bar Code Printer's components and its detailed specification & other items required for the proposed solution to be specified.



Place.

AUTHORISED SIGNATORY

Date.

Name:

Designation.

**Undertaking of Authenticity for Barcode Based Self Service Passbook Printing
Kiosks/machines Supplies**

Sub: **Selection of Vendor for Supply, Installation & Maintenance of 550 Barcode Based Self Service Passbook Printing Kiosk s**

Ref: 1. Your Purchase Order No-----Dated -----

2. Our invoice no/ Quotation no. -----Dated -----

With reference to the Barcode Based Self Service Passbook Printing Kiosk being supplied /quoted to you vide our invoice no/ quotation no/order no cited above.

We hereby undertake that all the components/parts/assembly/hardware/software used in the machine(s) under the above like hard disk, Monitors, Memory, scanning assembly, sensors, printers etc shall be original new components / parts/ assembly/ software only, from respective OEMs of the products and that no refurbished /duplicate/ second hand components/parts / assembly/ software are being used or shall be used.

We also undertake that in respect of licensed operating system, if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate (e.g. Product Keys on Certification of Authenticity in case of Microsoft windows Operating System) and also that it shall be sourced from the authorized source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System).

Should you require, we hereby undertake to upgrade the Operating System version in future without additional cost to higher version during the contract period in case the existing version of the OS is declared end of support/ end of life.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM Supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the Barcode Based Self Service Passbook Printing Kiosk/Machines without demur, if already supplied and return the money if any paid to us by you in this regard.

We (system OEM name) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre/ Reseller/ SI etc.

Authorized signatory

Name:

Designation:

Place:

Date:

Performa of Acceptance Certificate**Certificate of Acceptance for Supply & Installation of Barcode Based Self Service
Passbook Printing Kiosks(BBSSPBPK)****RFP Ref No. _____ Date _____ Purchase Order No. _____ & Date _____**

BBSSPBPK ID: _____ Branch: _____ Date of Commissioning: _____.

This is to certify that the supply and installation of BBSSPBPK for UCO Bank, against above said work order has been completed successfully.

For New BBSSPBPK Installed: --

1. BBSSPBPK Make _____
2. UCO Bank Colour Customization:--(Y / N) _____
3. UCO Bank Instruction Stickers on BBSSPBPK:- (Y / N) _____
4. Grouting of BBSSPBPK Done: - (Y/ N) _____
5. All Screens are copied and all functionality of UCO Bank working (Y/N) _____
6. Whether other services options are working (Y/N) _____
7. Training provided (Y/N):-
8. Transactions happening with all type of language selection i.e Hindi/Regional/English language:--(Y/N) _____
9. Passbook is printing in respective language selection when selecting Hindi/English/Regional language (Y/N) _____
10. Whether vendor has provided 1000 Bar Code Sticker (Y/N) _____
11. BBSSPBPK having vinyl wrapping as per Bank's branding(Y/N) _____
12. One set of media and documentation for equipment including software license certificate submitted to Branch(Y/N) _____.
13. One set of BBSSPBPK software recovery media submitted to Branch (Y/N) _____.
14. Old BBSSPBPK (BBSSPBPK ID _____) removed(Y/N) _____

Branch Comments if any:

*Note: Branch should check that machine is in good condition (i.e new and not damaged during transit) and is working fine.

We hereby confirm that the aforesaid BBSSPBPK including all components is brand new and is working fine.

Vendor
Seal & Signature
DateBranch Head/Second Man
Seal & Signature
Date

CONSUMABLES**(Please quote rate Inclusive of all taxes)**

Sl. No	Description	Unit	Rate per unit
	Consumables		
1	Cartridge for Passbook Printer	Each	
2	Cartridge for Barcode Printer	Each	
3	Ribbon of Passbook Printer	Each	
4	Bar Code ribbon role	Each	
5	Passbook Printer Head	Each	
6	Bar Code Printer Head	Each	
7	Any Other Item (Please specify)	Each	
	Spare Parts		
1	PC power Supply (SMPS)	Each	
2	Mother Board with Processor	Each	
3	Mother Board without Processor	Each	
4	4 GB DDR3 RAM	Each	
5	PC Core Mother Board	Each	
6	Visit Charges of Engineer per visit	Each	
7	Shifting of machine within same premises with de-installation and re-installation	Each	
8	Shifting of machine within same City with de-installation and re-installation	Each	
9	Shifting of machine from one City to other City with de-installation and re-installation	Each	
10	Grouting on a 6 Inch thick concrete platform with reinforced concrete along with industrial bolts/ Grouting of Passbook Printing kiosks with Anchor fastener.	Each	
11	Grouting of Passbook Printing kiosks with Anchor fastener	Each	
12	Main Board for Passbook Printer	Each	
13	Main Board for Barcode Printer	Each	
14	Cost of Cabinet	Each	
15	Spike Guard	Each	

16	Passbook Movement Roller	Each	
17	Main Gear Used for Passbook Movement	Each	
18	Printer Motherboard with processor	Each	
19	Touch Screen	Each	
20	Speakers	Each	
21	CPU Cabinet	Each	
22	Print head flat cable	Each	
23	Console flat cable	Each	
24	Console without display	Each	
35	Any Other Item (Please specify)	Each	

1. The bidder has to quote for the optional items mentioned in Annexure XXIII. The cost of items quoted shall be inclusive of all charges including installation, configuration and labour charges and the cost will be valid for two year from the date of acceptance of Purchase order.
2. The list of optional items mentioned in Annexure XXIII is indicative only.
3. Bank reserves the right to indent the quantity of spare parts based on the requirement during warranty and AMC period and vendor will meet the Bank's need as and when required. The cost of optional items should be reasonable and comparable with market standards.
4. Warranty of the items will be co-terminus with the hardware/equipment warranty.
5. In case the Bank deems that the rates of optional items are on the higher side, the Bank has the right to seek third party opinion on rates of spares and has the right to negotiate with the selected bidder for prices of the optional items.
6. Spare parts not mentioned in the list will be considered as Free of Cost.

Place:

AUTHORISED SIGNATORY

Date:

Name:

Designation:

**** The above prices are subjected to negotiation.**